



SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
BOARD MEETING AGENDA
April 18, 2024 at 8:30 a.m.

 **Hybrid Meeting - In Person and Zoom**

Physical location: South County Fire HQ - Commissioners Board Room
12425 Meridian Ave South, Everett.

<https://us02web.zoom.us/j/86274396181>

Meeting ID: 860 00

46 6014, Passcode: 195881
or dial +1 253 215 8782

- 1. Call to Order**
 - A. Roll Call**
 - B. Announcements**
 - C. Public Comment Policy:** Public Comments limited to 3 minutes on discussion items related to agency business.
- 2. Approval of Agenda**
- 3. Consent Agenda**
 - A.** Minutes from the March 21, 2024 Regular Board Meeting 3
 - B.** March 2024 Blanket Voucher & Payroll Approval Form:
 - i. Checks 1034-1039, and 18483-18600, for a total of \$3,140,727.58
 - ii. Payroll Direct Deposit, in the amount of \$1,353,817.80
 - C.** Interim EMS Director Contract Update 7
- 4. Old Business**
 - A.** Interlocal Updates 8
- 5. New Business**
 - A.** Caucus Updates.....62
 - B.** Agency Elections
 - i. President
 - ii. Vice-President
 - iii. Secretary
 - iv. Treasurer
 - C.** APF - Future Facility - GMP, 2B Review.....69
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 - E.** APF - Astound Fiber Service Order 207
 - F.** APF - GASB 96 Recognition Threshold.....236

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C. Radio Replacement Project (RRP)	
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7. Committee Reports	
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C. EMS Joint Task Force	
D. County EESCS (E911) Committee	
E. County ECSF Program Advisory Board (Next Meeting April 24, 2024 at 10:00 am)	
8. Good of the Order	
9. Adjourn - The next meeting is scheduled for May 16, 2024 at 8:30, via Zoom.	

SNOHOMISH COUNTY 911 BOARD of DIRECTORS MEETING

March 21st, 2024

Board Members & Management in Attendance	☒ Jon Nehring - President	Marysville	☐ Pete Caw	Mntlk Terrace PD
	☒ Dave DeMarco	Everett Fire	☒ Kurt Mills	SNO911
	☒ Ryan Lundquist	SRFR	☒ Terry Peterson	SNO911
	☒ Michael Fearnough	South County Fire	☐ Andie Burton	SNO911
	☒ Don Waller	Marysville Fire	☒ Marlin Herolaga	SNO911
	☒ Ryan Shaughnessy	Fire District 15	☒ Rosie Akopyan	SNO911
	☒ Susanna Johnson	SCSO Sheriff	☒ Wade Anderson	SNO911
	☐ Ken Klein	Snohomish County	☒ Howard Tucker	SNO911
	☒ John DeRousse	Everett Police	☐ Steve Lawlor	SNO911
	☒ Judy Tuohy	Everett	☒ Jordan Stephens	Legal Counsel
	☒ Rod Sniffen	Edmonds Police	☐ Christine Svihus	Legal Counsel
	☒ Jonathan Ventura	Arlington Police		
Alternate Board Members in Attendance	☒ Thad Hovis	South County Fire	☒ Jeraud Irving	Everett Police
	☒ Roy Waugh	SRFR	☐ Don Schwab	Everett
	☐ Paul Gagnon	Everett Fire	☒ Jim Lawless	Marysville Police
	☒ Ned Vander Pol	Marysville Fire	☒ Cole Langdon	Lynnwood Police
	☐ Chad Schmidt	Fire District 21	☐ Jenna Nand	Edmonds
	☐ Jason Biermann	Snohomish County	☒ Jeff Beazizo	Lake Stevens Police
	☐ Doug Jeske	Undersheriff	☒ Dale Kaemingk	Brier
Guests and Staff in Attendance	Tom Jordal - Mukilteo		Julieta Altamirano-Crosby - Lynnwood Council	
	Glen Albright - Mukilteo Fire		Alicia Berget – SNO911 Public Meeting Location	
	Joel Johnson – Darrington Fire		Tiff Brown - SNO911 Notetaker	
	George Hurst - Lynnwood Council		Sharon Brendle - SNO911	

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order, Roll Call and Public Comments	A. Call to Order: President Jon Nehring called the meeting to order at 8:30 a.m. Roll call was taken and a quorum was confirmed. B. Announcements: Executive Director Kurt Mills reminded everyone that the April Board meeting will be in person at South County Fire HQ. The agenda will include discussing the Guaranteed Maximum Price (GMP) for the final phase of the new facility and noted the importance of attendance. C. Public Comments: None	
2. Approval of Agenda	<i>Sheriff Susanna Johnson moved to approve the agenda as presented. The motion was seconded by Commissioner Michael Fearnough and approved unanimously.</i>	Agenda Approved
3. Consent Agenda	<i>Chief Dave DeMarco moved to approve the Consent Agenda, including:</i> <i>A. Minutes from the February 15, 2024 Regular Board Meeting.</i> <i>B. February 2024 Blanket Voucher & Payroll Approval Form:</i> <i>i. Checks 1034 - 1039, 18483 - 18600, for a total of \$2,096,213.21.</i> <i>ii. Payroll Direct Deposit, in the amount of \$1,382,797.14.</i> <i>C. Tower Leases – FBI Master Lease Agreement; Marysville</i>	

	<i>Tank and Gunnysack Hill Site License Agreements</i> <i>Assistant Chief Jim Lawless seconded the motion and it was approved unanimously.</i>	Consent Agenda Approved
4. Old Business	A. Vacancy in ECSFP (Emergency Communication Systems and Facilities Program). Director Mills mentioned the vacancy which needs to be filled by a City Elected Official. The time commitment is minimal and the next meeting is scheduled for April to approve the RRP budget. Mayor Nehring also spoke to the importance of the committee. Mukilteo City Councilmember Tom Jordal volunteered to fill the vacancy. <i>Assistant Chief Ryan Lundquist nominated Tom Jordal for the vacant spot in the ECSFP Committee. Assistant Chief Lawless seconded the motion and approved unanimously.</i> B. Board Member Caucus Structural Changes for Consideration. Deputy Director Terry Peterson briefed the group about how the caucus process currently works. Due to the increase in population within Lake Stevens, the City of Lynnwood was bumped out of its caucus assignment which impacts board member representation. As directed by the Board in February, SNO911 staff worked with the Finance Committee to develop a caucus assignment ranking that will align the agencies usage more accurately. He also noted that this type of change will need to go out to all member agencies for review and approval. He explained the Caucus Assignment worksheet which was included in the packet. The Interlocal agreement currently states to first subtract the total county population, then subtract the Sheriff's office, and then make the three remaining caucuses equal by population. He also announced an alternative option that staff has developed for board consideration. Instead of population, they would use the percentage and dollar of cost share of Admin/IT cost center within SNO911's budget which directly associates with the amount of volume/work that SNO911 provides on behalf of the agencies. Using this formula, Lake Stevens would stay in the small caucus and Lynnwood would remain in the medium caucus. He also pointed out that by applying this model, the outcome does meet with the Interlocal Agreement which is to keep everything even. Lake Stevens is in support of the new formula. A concern was brought up that if we focus on population change solely, will we be revisiting this same issue again in the future. Staff believes that the activity and assessment formula is a more accurate and fair representation calculation and has been adopted by other agencies within the county. A question was asked about whether Snohomish County would then owe less using the new formula. It was also explained that this represents only one of the cost centers, not a full assessment for each agency. The costs would stay the same for each agency. The existing formula which is 54% calls for service, 23% population and 23% assessed value will still remain. If a motion is provided today, SNO911 will start the process and bring back a red-lined version of the Interlocal agreement to the April board meeting before it's finalized. An estimated time for implementation is June to re-caucus the board.	Motion Approved

	The caucuses for next month will need to move forward and the re-caucus would take place in June to the new method. <i>Assistant Chief Lawless moved for SNO911 to begin work and bring back a red-lined version of the Caucus structure in April. Commissioner Fearnough seconded with Chief Jeff Beazizo abstaining. The motion passed.</i> C. Mountlake Terrace South Campus Lease. Director of Finance Wade Anderson presented a new ILA for Mountlake Terrace, SNO911's backup center. With this new agreement they will begin to pay rent at a heavily discounted rate of \$4,000/month. It had been budgeted at \$9,000/month as that was the market rate, which saves \$60,000 per year. This agreement is for a 5-year term and has passed legal review by both SNO911 and Mountlake Terrace. Director Mills added that the South Campus facility runs on its own circuits and its own infrastructure, so if the Everett location faced a catastrophic event, the Mountlake Terrace facility would be ready to use immediately. He added that there is current work being done to build regional resiliency with King County as well. <i>Chief Beazizo moved to authorize the execution of the ILA outlined in this proposal in a form substantially as presented, pending final legal review. Sheriff Johnson seconded and the motion passed unanimously.</i> D. SAO Audit. Director Anderson announced that the 2021 and 2022 audits were finalized and clean with one recommendation to formalize a fuel policy. Both reports were included in the packet. The 2023 financial report will be filed within the next 6 weeks and moving forward the State Auditor will continue to do audits annually.	Motion Approved Motion Approved
5. New Business	A. Approval of 2023 Annual Report. Director Mills gave a brief overview of the Annual Report which was included in the packet. Chief Beazizo moved to approve the SNO911 2023 Annual Report, seconded by Assistant Chief Lawless and passed unanimously.	Motion approved
6. Reports	A. Agency Report. i. April Meeting: In-person at South County Fire HQ. Director Mills spoke about the success of the first annual SNO911 Employee Awards Ceremony that took place in February and thanked the board and local agency members who attended and participated. He also added that the ongoing litigation was recently finalized with SNO911 prevailing. ii. Nurse Navigation Update. Director Peterson reported that the early data from this program was coming back with hand back rates higher than expected. This led to a two-day workshop with GMR and SNO911 staff together to deep dive into what was causing this. It was discovered that GMR reported they found a configuration issue within the software which was the root cause of the high hand back rates. This has been resolved as of March 20th and SNO911 staff is already seeing results of that change in	

	their data. He thanked all the member agencies who participated. One question was brought up regarding the concern over nurses asking for insurance information from the caller and the concern this would scare away callers. It was explained that this question is necessary in order to give the caller the absolute best care option and does not alter their service provided. iii. Board Membership Caucuses. Discussed earlier in the meeting. iv. Radio Interference Hunting. Radio Systems Team Manager Howard Tucker gave a presentation on this topic which was included in the board packet. He spoke about the technology used for the team's most recent interference hunting success. v. New World Update. SNO911's Director of Technology Marlin Herolaga reported that the update for April has been cancelled and the next upgrade will happen sometime in September. vi. EMS Governance Joint Task Force Update. Chief DeMarco updated the group on the committee's mission and their statement of values and goals to understand the legal landscape that EMS has within Snohomish County. B. New Facility Project Update. i. GMP Review & Approval. Director Mills reiterated the importance of attending the April Board meeting where the final approval for the construction of the Future Facility will be discussed. C. Radio Replacement Project (RRP). Work continues to take place in the background and the project is on track to be transitioned in early 2025. D. Police TAC. No meeting E. Fire TAC. No report	
7. Committee Reports	A. Finance Committee. All items previously discussed. B. Personnel Committee. Chief Beazizo applauded SNO911's HR Generalist, Damien Coan, on the recruiting presentation he gave during this meeting. He spoke about the increase in staffing percentages as well as training and retaining. C. Future Facility Committee. No further information. D. County EESCS Committee (formerly County E911 Office). No meeting E. County ECSF Program Advisory Board. The next meeting is scheduled for April where work on the 2025-2026 budget request will begin.	
8. Good of the Order	Chief DeMarco addressed Chief Thad Hovis' upcoming retirement and congratulated him on that achievement. Mayor Nehring gave applause to SNO911 on the Employee Awards Ceremony.	
9. Adjourned	The meeting was adjourned at 9:32 a.m. The next regular meeting is scheduled for April 18th, 2024, at 8:30 a.m. The meeting will be held in-person at South County Fire.	



Action Proposal Form

Date: April 8, 2024

Title: Interim EMS Director Contract

Background / Purpose:

In November, the SNO911 Board approved for SNO911 to act as the contract holder for the interim EMS Director while a task-force evaluates governance of Snohomish County EMS. The interim EMS Director is an hourly contract employee, limited to 32 hours per week and a total annual expenditure of \$144,000.

This position has been highly effective and in recognition of the large body of work needed, on April 1st, 2024, the Snohomish County Fire Chiefs approved an increase to the maximum number of hours per week from 32 to 40, which will result in an increase in the amount of annual compensation.

Snohomish County Fire Chiefs are reimbursing SNO911 these costs and there is no financial impact to SNO911. Since the original action included a not-to-exceed annual expenditure of \$144,000 that has now increased, we are seeking approval from the Board to support the increase requested by the Fire Chiefs to adjust the annual salary to \$179,000.

The Personnel Committee recommended this action be moved to the Board's Consent Agenda.

Suggested Action/Recommendation:

Authorize contract amendments related to the Interim EMS Director compensation to match authorizations by the Snohomish County Fire Chief's Association to adjust the annual salary to \$179,000.

Fund: 70 and reimbursed by Fire Chief's Association.



ACTION REQUESTED for Proposed Amendments to the SNO911 Interlocal Agreement

Date: April 8, 2024
To: Principals of Snohomish County 911
From: Terry Peterson, Deputy Director/Board Secretary
RE: Legislative Action Requested – Updated Interlocal Agreement

Enclosed are proposed amendments to the Snohomish County 911 (SNO911) Interlocal Agreement (ILA). The SNO911 Board has reviewed a draft of the changes and are requesting your approval by May 31, 2024. The type of amendments being made require every SNO911 Principal Member to approve through their legislative body, unless this authority has been delegated within your individual jurisdiction.

The recommended changes are focused in **Exhibit A – Process for Selecting Governing Board Members and Alternates**. The existing ILA divides the 10 Police Agency Board Seats by simple population. The SNO911 Board is recommending this be modified to more closely follow the assessment formula, by dividing the Police Board Seats by pro rata share of the Admin/Technology Cost Center; which is essentially a reflection of the core components of the SNO911 Assessment Formula. The Assessment Formula allocates costs by formulaically using 54% on Calls For Service (Activity), 23% on jurisdiction population, and 23% jurisdiction assessed value. The SNO911 Board believes this change is a better representation of members size, usage, and participation on the Agency.

The second recommend change is the elimination of the single non-voting board seat. This was designed to provide a non-voting board seat for single-service providers (an agency who provides only fire or police, but not both) or an associate member (an agency who contracts both police and fire services to another provider(s)). The experience since SNO911 went into live operations in 2017 is that this seat has only been filled approximately half of the time and often the representative does not actively participate. All members are welcome to attend and participate in any SNO911 Board Meeting or Committee without this additional designation.

Finally, there are two additional non-substantive additional changes, [Exhibit A, Step 3, viii]: more closely aligns with how caucus voting has been managed post-pandemic where caucusing has been done remotely. [Exhibit B]: Eliminates the term “Wireless Technology” which is no longer a department at SNO911 and is fully merged within the Technology department.

A copy of the updated ILA, with red-lined revisions, is attached to this memo.

Action is requested by your legislative body to approve the changes by May 31, 2024.

If you would like to provide comment to the Board we welcome your participation. This item is on the agenda for discussion at the Regular Board Meeting May 16, 2022 at 0830 via the Zoom link below. The SNO911 Board Meets Monthly on the third-Thursday of the month at 0830. Meeting notice and details are posted on our website at www.sno911.org.

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

If your agency has any comments or questions regarding the proposed amendments, you can reach me at tpeterson@sno911.org or (425) 615-0714.

Informational Timeline:

- April 18th: SNO911 Board approves ILA changes for consideration by all principal legislative bodies and notice is sent electronically.
- May 16th: Principal Member Agencies have opportunity to discuss at regular SNO911 Board Meeting. Principals may attend in person or email inquiries to SNO911 Secretary.
- May 31st: Principals deadline for Approval/Rejection of changes
- June 20th: SNO911 Board to consider ratification of ILA changes

**AMENDED AND RESTATED
SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY
INTERLOCAL AGREEMENT**

**REVISED AUGUST 2, 2018; SEPTEMBER 19, 2019; NOVEMBER 21, 2019;
AUGUST 20, 2020; APRIL 21, 2022, XXX XX, 2024**

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AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC
SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT (this “Agreement”), incorporating all exhibits hereto, is authorized by the parties to the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement effective as of April 21, 2022.

RECITALS

WHEREAS, pursuant to chapters 24.03 and 24.06 of the Revised Code of Washington (“RCW”), the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto (the “Original Agreement”), and the Articles of Incorporation Due to Consolidation filed on October 18, 2017 (the “Articles of Consolidation”), the governing boards of the Southwest Snohomish County Public Safety Communication Agency, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOCOM”), and the Snohomish County Police Staff and Auxiliary Services Center, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOPAC”), voted to consolidate SNOCOM and SNOPAC into a new single corporation under chapter 24.06 RCW known as the “Snohomish County Regional Public Safety Communications Agency” (“Snohomish County 911”); and

WHEREAS, the governing boards of Snohomish County 911 and the Snohomish County Emergency Radio System, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SERS”), voted to merge SERS into Snohomish County 911 effective January 1, 2019; and

WHEREAS, Snohomish County 911 provides emergency communication services on behalf of its member agencies throughout Snohomish County; and

WHEREAS, the Original Agreement was amended on August 2, 2018; September 19, 2019; November 21, 2019; and August 20, 2020; and

WHEREAS, by this Amended and Restated Agreement effective as of the date stated above, the Governing Board of Snohomish County 911 desires to create procedural

efficiencies and remove historical provisions that are no longer applicable from this Agreement;

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act (chapter 39.34 RCW) and the Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 RCW);

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth herein, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF SNOHOMISH COUNTY 911; MERGER.

a. Creation of Snohomish County 911. Pursuant to Resolution No. 2017-02 adopted by the SNOCOM Board of Directors on October 12, 2017 and Resolution No. 2017-02 adopted by the SNOPAC Board of Directors on October 12, 2017, at least two-thirds of each Board voted in favor of consolidating SNOCOM and SNOPAC as described in the Original Agreement and approved a plan of consolidation (the “Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW. Subsequent to such approval, representatives of SNOCOM and SNOPAC executed the Articles of Consolidation and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the consolidation was January 1, 2018 (the “Consolidation Effective Date”). As of the Consolidation Effective Date:

i. SNOCOM and SNOPAC became a single corporation to be known as “Snohomish County 911.” Snohomish County 911 was organized as a municipal instrumentality of its Principals pursuant to RCW 39.34.030 and as a nonprofit corporation under chapter 24.06 RCW as authorized by chapter 39.34 RCW.

ii. SNOCOM, SNOPAC and each party to the Original Agreement (listed in **Exhibit C** attached hereto) delegated to Snohomish County 911 the authority to provide emergency communication services as provided herein.

iii. The separate existence of SNOCOM and SNOPAC, except as formed as Snohomish County 911, ceased.

iv. As a result, Snohomish County 911 possesses all the rights, privileges, immunities, and franchises, of both a public and private nature, of each of SNOCOM and SNOPAC; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to each of SNOCOM and SNOPAC, were

taken and deemed transferred to and vested in Snohomish County 911 without further act or deed; and title to any real estate, or any interest therein, vested in Snohomish County 911.

v. Snohomish County 911 is responsible and liable for all the liabilities and obligations of each of SNOCOM and SNOPAC, and any claim existing or action or proceeding pending by or against any of such corporations may be prosecuted as if such consolidation had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SNOCOM or SNOPAC shall be impaired by such consolidation.

vi. Snohomish County 911, as successor to SNOCOM and SNOPAC, has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SNOCOM and SNOPAC, including past and current providers, that existed prior to consolidation.

b. Merger of SERS and Snohomish County 911. Pursuant to Resolution No. 18-01 adopted by the SERS Board of Directors on October 4, 2018 and Resolution No. 2018-17 adopted by the Snohomish County 911 Board of Directors on October 18, 2018, at least two-thirds of each Board voted in favor to merge SERS into Snohomish County 911 as described in this Agreement and approved a plan of merger (the “Plan of Merger”) as required by chapter 24.06 RCW. Subsequent to such approval, representatives of SERS and Snohomish County 911 executed the Articles of Merger and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the merger was January 1, 2019 (the “Merger Effective Date”). As of the Merger Effective Date:

i. SERS was merged into Snohomish County 911 as provided in the Articles of Merger.

ii. The separate existence of SERS ceased.

iii. Snohomish County 911 thereupon and thereafter possessed all the rights, privileges, immunities, and franchises, of both a public and private nature, of SERS; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to SERS, were and shall be taken and deemed to be transferred to and vested in Snohomish County 911 without further act or deed; and the title to any real estate, or any interest therein, vested in Snohomish County 911 shall not revert or be in any way impaired by reason of such merger.

iv. Snohomish County 911 was and shall be responsible and liable for all the liabilities and obligations of SERS, and any claim existing or action or proceeding pending by or against any of such corporation may be prosecuted as if such merger had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SERS shall be impaired by such merger.

v. Snohomish County 911, as successor to SERS, has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SERS, including past and current providers, that existed prior to merger.

vi. All amounts held in reserve funds held by SERS as of the Merger Effective Date were transferred to Snohomish County 911 to be placed in a Radio System reserve fund or funds at Snohomish County 911.

vii. The statements set forth in the Articles of Merger shall be deemed to be the articles of incorporation of Snohomish County 911, and shall amend and restate, in their entirety, the Articles of Consolidation.

viii. This Agreement shall govern the Snohomish County 911.

ix. Snohomish County 911 has and shall continue to have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a nonprofit corporation organized under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall carry forward the initial 6-year term provided for in the Original Agreement. The initial term of this Agreement, therefore, shall be from the Merger Effective Date through December 31, 2023 (the “Initial Term”). Thereafter, this Agreement shall be of infinite duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from this Agreement, provided that a Principal may convert or be converted to Subscriber status as provided in Sections 12 and 14, may annex to or join with another Principal as described in Section 6.q, or may upon action of the Governing Board be terminated from participation in this Agreement as provided in Section 12.

SECTION 3. DEFINITIONS.

Capitalized terms used in this Agreement shall have the following meanings:

a. Additional Services. “Additional Services” are optional services provided by Snohomish County 911 that assist Participating Agencies in the performance of their

emergency services duties but are outside the scope of Emergency Communications Services as defined in Section 4.a., for example and without limitation, managed mobile computer services. Additional Services may be offered to all Principals and Subscribers from time to time by separate contract. Terms of agreement for provision of Additional Services are to be negotiated between Snohomish County 911 and a Participating Agency and require Simple Majority Vote approval of the Governing Board. Fees for Additional Services are not part of the Assessment Formula and are not considered User Fees.

b. Agreement. “Agreement” means this Amended and Restated Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, as it may hereafter be further amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

c. Ancillary Services. “Ancillary Services” are services that are part of the overall array of Emergency Communications Services, and related to the core functioning of Emergency Communications Services, for example and without limitation, Police Records Services and school panic button monitoring. Ancillary Services are provided by Snohomish County 911 to all Principals and Subscribers and the costs of Ancillary Services are incorporated into User Fees and Assessments.

d. Articles of Consolidation. “Articles of Consolidation” mean the Articles of Incorporation Due to Consolidation of Snohomish County 911 as defined in Section 1.

e. Articles of Merger. “Articles of Merger” mean the Articles of Incorporation Due to Merger of Snohomish County 911 as defined in Section 1.

f. Assessments. “Assessments” mean the portion of User Fees charged to Principals for Emergency Communication Services in accordance with the Assessments formula as provided for in **Exhibit B**. Assessments are a subset of User Fees. Changes to the Assessment formula require Supermajority Approval of the Governing Board.

g. Associate Agency. “Associate Agency” is a unit of local government that has agreed to the terms of this Agreement from time to time who is not a Direct Provider and is not Directly Served by Snohomish County 911 but which receives police and/or fire/EMS services through a contract with a Principal or Subscriber of Snohomish County 911. ~~Associate Agencies participate in the selection of a non-voting Governing Board Member as described in Exhibit A.~~ A list of the Associate Agencies as of the Merger Effective Date is included in **Exhibit C**.

h. Consolidation Effective Date. “Consolidation Effective Date” means January 1, 2018.

i. Directly Served. “Directly Served” means Principals and Subscribers who receive Emergency Communication Services from Snohomish County 911 and pay User Fees to Snohomish County 911 in exchange for such services. A Principal or Subscriber may operate both fire/EMS service and police service but elect to have only one or the other service Directly Served by Snohomish County 911.

j. Direct Provider. “Direct Provider” means a Participating Agency that provides fire/EMS services and/or police services directly, rather than through contract with another agency.

k. EMS. “EMS” means Emergency Medical Services as described in RCW 84.52.069(5), as now or later amended, including the provision by the Participating Agencies of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or EMS.

l. Enhanced Police Records Services. “Enhanced Police Records Services” are services in addition to Police Records Services, and include computer searches and actions to enter, modify or delete computer police records associated with: misdemeanor warrants, orders of protection and other orders and directives; stolen property, vehicles, guns or missing persons; performing 20-minute warrant hit confirmations; and serving as the legal holder of records on behalf of a Police Agency for such records.

m. Executive Director. The “Executive Director” is the chief executive officer for Snohomish County 911 appointed by and serving at the pleasure of the Governing Board.

n. Emergency Communication Services. “Emergency Communication Services” mean those services described in Section 4.a.

o. Emergency Public Safety Radio System. The “Emergency Public Safety Radio System” or “Radio System” is the Snohomish County emergency radio system developed, owned and operated by SERS prior to the Merger Effective Date, including all additions, replacement and improvements thereto, and shall include the Emergency Radio System Replacement Project.

p. Emergency Public Radio System Replacement Project. The “Emergency Public Radio System Replacement Project” or “Radio System Replacement Project” is the project to (i) replace and upgrade the Radio System as it exists as of the Merger Effective Date, including all equipment, improvements and real and personal property necessary to accomplish such project, (ii) provide for an initial replacement of the existing subscriber

equipment for public safety agencies within Snohomish County, and (ii) replace the existing alpha-numeric paging system.

q. Fire Agency. A “Fire Agency” is a Principal that is a Direct Provider of fire and/or EMS services.

r. Fire/EMS Technical Advisory Committee. The “Fire/EMS Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber fire and EMS departments or agencies as described in Section 7.

~~t.s.~~ Governing Board. The “Governing Board” is the body described in Section 6 and shall be the governing body of Snohomish County 911.

~~u.t.~~ Initial Term. “Initial Term” shall have the meaning set forth in Section 2 of this Agreement.

~~v.u.~~ Merger Effective Date. The “Merger Effective Date” is January 1, 2019.

~~w.v.~~ Member. A “Member” or “Governing Board Member” is the individual representing a Principal on the Governing Board, or his or her designated alternate.

~~x.w.~~ Original Agreement. “Original Agreement” means the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto. The parties to the Original Agreement were Principals of Snohomish County 911 as of the Consolidation Effective Date and will continue to be Principals of Snohomish County 911 as of the Merger Effective Date. A list of the Principals as of the Merger Effective Date is included in **Exhibit C**.

~~y.x.~~ Participating Agencies or Participants. “Participating Agencies” or “Participants” refer to Principals and all Subscribers, as they may be so constituted from time to time, and individually referred to as a “Participating Agency” or “Participant.”

~~z.y.~~ Plan of Consolidation. “Plan of Consolidation” means the plan approved by SNOPAC and SNOCOM as required by chapters 24.03 and 24.06 RCW.

~~aa.z.~~ Plan of Merger. “Plan of Merger” means the plan approved by Snohomish County 911 and SERS as required by chapter 24.06 RCW.

~~bb.aa.~~ Police Agency. A “Police Agency” is a Principal that is a Direct Provider of policing services.

ee.bb. Police Records Services. “Police Records Services” include performing computer searches and entries to locate and/or clear of public safety database records (WACIC/NCIC) including but not limited to stolen articles, stolen vehicles, stolen guns, missing persons and warrants, as well as entry and dissemination of State ACCESS system administrative messages.

dd.cc. Police Technical Advisory Committee. The “Police Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber police, sheriff or similar departments or agencies as described in Section 7.

ee.dd. Principal. A “Principal” is a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a State agency created under the laws of State, which is a Direct Provider of police services or fire/EMS services or both, and which is a party to the Original Agreement, has executed this Agreement, or has agreed in writing to the terms of this Agreement. The Principals of Snohomish County 911 as of the Merger Effective Date are listed in **Exhibit C**.

ff.ee. Public Safety Interlocal Operation. “Public Safety Interlocal Operation” includes a joint operation of fire districts and cities for provision of public fire and EMS services entered into and operating pursuant to chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. or a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

gg.ff. Radio System. “Radio System” means the Emergency Public Safety Radio System.

hh.gg. Radio Unit. A “Radio Unit” is a mobile (vehicular), portable (handheld) or control station (desktop) radio which has been authorized and programmed to operate on the Emergency Public Safety Radio System.

ii.hh. Representative. “Representative” refers to the individual representing a Principal or a Subscriber on the Police Technical Advisory Committee or Fire/EMS Technical Advisory Committee, or his or her designated alternate.

jj.ii. SERS. “SERS” was the Snohomish County Emergency Radio System agency created pursuant to chapters 39.34 and 24.06 RCW and an interlocal agreement effective July 1, 1999, as thereafter amended.

~~kk~~.jj. Simple-Majority Vote. A “Simple-Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting.

~~ll~~.kk. Single-Service Principal. A “Single-Service Principal” is a Principal that is formed as a city or town under the laws of State that (1) directly provides either fire/EMS service or police service, but not both, and (2) receives the service it does not directly provide from a Principal or Subscriber.

~~mm~~.ll. SNOCOM. “SNOCOM” was the Southwest Snohomish County Public Safety Communication Agency, formed pursuant to chapters 39.34 and 24.03 RCW.

~~nn~~.mm. Snohomish County 911. “Snohomish County 911” refers to the intergovernmental agency formed as of the Consolidation Effective Date pursuant to chapters 39.34 and 24.06 RCW, the Original Agreement (as amended and restated by this Agreement) and the Articles of Consolidation.

~~oo~~.nn. SNOPAC. “SNOPAC” was the Snohomish County Police Staff and Auxiliary Services Center formed pursuant to chapters 39.34 and 24.06 RCW.

~~pp~~.oo. State. “State” means the state of Washington.

~~qq~~.pp. Subscriber. A “Subscriber” is a public or private entity or agency that has agreed to pay Snohomish County 911 for Emergency Communication Services or other services as offered at a rate or rates according to such terms and conditions as may be established by Snohomish County 911 as evidenced by separate contract between Snohomish County 911 and such entity. A “Subscriber” may also be a Principal that is converted to Subscriber status as provided in Sections 12 and 14.

~~rr~~.qq. Supermajority Vote. A “Supermajority Vote” means Governing Board approval of an item accomplished by securing affirmative votes of both: (1) not less than seventy percent (70%) of all Members of the Governing Board present constituting a quorum and voting, and (2) not less than one voting Governing Board Member representing a Principal Fire Agency or Agencies.

~~ss~~.rr. Technical Advisory Committees. “Technical Advisory Committees” are the Police Technical Advisory Committee and the Fire/EMS Technical Advisory Committee established by Section 7.

~~tt~~.ss. User Fees. “User Fees” are fees for service charged to Participating Agencies for all services for Emergency Communication Services provided by Snohomish County 911 whether provided to Principals or Subscribers. User Fees exclude fees for Additional Services and nominal annual membership fees charged to Associate Agencies.

User Fees charged to Subscribers may be approved by Simple Majority Vote of the Governing Board.

uu.tt. 911 Calls. “911 Calls” are those calls received or dispatched via the statewide emergency communication network of telephone or via other communications means as described in chapter 38.52 RCW.

SECTION 4. SNOHOMISH COUNTY 911 SERVICES.

a. Snohomish County 911 has the responsibility and authority for providing Emergency Communication Services and all related incidental functions for communicating and dispatching services between the public and Participating Agencies in the furtherance of improved public safety and emergency response, including the following more specifically described services (collectively, “Emergency Communication Services”):

i. Receiving 911 Calls and non-emergency public safety calls for police, fire and medical services;

ii. Notifying, dispatching, directing, supporting and coordinating public safety personnel response, including dispatching emergency police, fire, medical and other special or supporting specialized emergency responses services and resources (for example and without limitation, SWAT response);

iii. Hosting, configuring, and administering public safety technology networks, systems and applications in support of the delivery of Emergency Communications Services;

iv. Updating, maintaining and managing radio communications systems (excluding, unless specifically approved by Governing Board, the Emergency Public Safety Radio System), computer systems, support files and resource materials necessary to accomplish the above;

v. Police Records Services;

vi. Establishing and updating from time to time standard protocols for communications to and from personnel in the field;

vii. Providing certain Ancillary Services; and

viii. Upon a Supermajority Vote of the Governing Board (which approval was received at the time of approval of this Agreement and shall become effective as of the Merger Effective Date), providing services previously provided

by SERS together with all necessary or advisable additional services and actions directly related to the Emergency Public Radio System.

b. Beginning January 1, 2022, Enhanced Police Records Services shall be provided as an Additional Service to former SNOCOM Police Agencies in recognition of those agencies' prior receipt of those services from SNOCOM prior to the Consolidation Effective Date.

c. Snohomish County 911 may also, when authorized by a Simple Majority Vote of the Governing Board, provide Additional Services. Additional Services will be offered by separate contract as optional services to Participating Agencies. Charges for Additional Services, if any, shall be accounted for separately and shall not be included in the calculation of User Fees.

SECTION 5. SNOHOMISH COUNTY 911 POWERS.

Snohomish County 911, through its Governing Board, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Governing Board, as provided for in this Agreement, and including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budgets for Snohomish County 911;
- c. Establish policies for expenditures of budget items for Snohomish County 911;
- d. Review and adopt personnel policies for Snohomish County 911;
- e. Review and approve operating policies and procedures for Snohomish County 911, its programs and Emergency Communication Services provided pursuant to this Agreement;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Snohomish County 911;
- g. Conduct regular and special meetings as may be designated by the Governing Board consistent with the State Open Public Meetings Act (chapter 42.30 RCW);

h. Maintain and manage records in accordance with the State Public Records Act (chapter 42.56 RCW and chapter 40.14 RCW) and other applicable State applicable and federal records laws and regulations;

i. Determine what services (including but not limited to Emergency Communication Services and Additional Services) shall be offered and under what terms they shall be offered;

j. Retain, terminate, direct and supervise the Executive Director;

k. Create committees to review and make recommendations for purposes and duties of committees;

l. Approve strategic plans;

m. Approve the addition of new Principals and Subscribers and the terms of their participation in Snohomish County 911 and receipt of Emergency Communication Services;

n. Enter into agreements with or make purchases from third parties for goods, assets, property and/or services necessary to fully implement the purposes of this Agreement;

o. Establish fees and charges for services provided to Participating Agencies;

p. Direct and supervise the activities of any advisory board or committee established by the Governing Board;

q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;

r. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute such funds;

s. Receive all funds allocated to Snohomish County 911 for services provided pursuant to this Agreement;

t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, construct, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of Snohomish County 911;

u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its real and personal property and assets;

v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Snohomish County 911's name;

w. Make and alter bylaws for the administration and regulation of its affairs consistent with this Agreement;

x. Hold radio frequency licenses and software and other licenses to enable Snohomish County 911 to operate radio communications and dispatch systems to meet its public safety responsibilities;

y. Enter into contracts with Subscribers to provide Emergency Communication Services and Additional Services pursuant to this Agreement;

z. Any and all other acts necessary to further Snohomish County 911's goals and purposes; and

aa. Except as expressly provided above or in Section 13, Snohomish County 911 shall not have the power or authority to issue debt in its own name.

SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.

a. Composition. Snohomish County 911 shall be governed by a Governing Board composed of fifteen (15) voting members ~~and one (1) non-voting member.~~ Ten (10) of the Governing Board voting member seats shall be allocated to Police Agencies; and five (5) Governing Board voting member seats shall be allocated to Fire Agencies; ~~and one (1) non-voting member seat shall be allocated to an Associate Agency or a Single-Service Principal.~~ Governing Board Members and their alternates shall be selected in the manner described in **Exhibit A**.

b. Qualifications to Serve. A Governing Board Member, or his or her alternate must be duly selected in the manner described in **Exhibit A** and must be either: an elected official; chief administrative officer; chief law enforcement officer or fire chief from a Principal, or a person directly-reporting to the chief law enforcement officer or fire chief; or in the case of Snohomish County, the Snohomish County Executive or a person reporting directly to the Snohomish County Executive.

c. Terms of Office. Governing Board Members are elected every two (2) years by caucuses no later than the April Governing Board meeting of that year, as described further in **Exhibit A**. The terms of the newly elected Board Members commence with the first Governing Board meeting in May.

d. Election to Receive Service From Snohomish County 911; Impact on Governing Board Representation. Each Principal shall determine which of its respective

public service departments or operations will be Directly Served by Snohomish County 911. The initial election by each Principal as to which of their respective departments or operations will receive services from Snohomish County 911 will be recorded by the submittal by each Principal of a completed service election form. The service election form determines whether a Principal participates in a caucus to select either or both a Police Agency Governing Board Member or a Fire Agency Governing Board Member. ~~Single Service Principals shall also participate in the caucus for the non-voting Governing Board Member.~~ Each Principal shall promptly provide written notice to Snohomish County 911 of any changes in its services impacting its qualification as a Police Agency or Fire Agency.

e. Conditions for Serving on Governing Board. All Governing Board Members and their alternates shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Governing Board Members and alternates for reasonable out-of-pocket costs related to service on the Governing Board. Members may only serve for such time as they meet the qualification of a Governing Board Member for the Principals with which they served of the start date of their then current term on the Governing Board.

f. Alternates. Alternates shall be selected and shall serve in the absence of Governing Board Members in the manner described in **Exhibit A**. Alternates must meet the same qualifications as Governing Board Member.

g. Quorum. A simple majority of the voting Members (or their alternates) in number (excluding any Member that represents a Principal which been terminated by vote of the Governing Board, or which has given notice of withdrawal and is not permitted to vote per terms of Section 17.f) shall constitute a quorum of the Governing Board for purposes of doing business on any issue.

h. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.i require a Simple Majority Vote for approval. A Governing Board Member may not split his or her vote on an issue and there shall be no weighted voting. No voting by proxies or mail-in ballots is allowed. Voting by a designated alternate is not considered a vote by proxy. A Governing Board Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Governing Board shall be authorized to cast votes at the Governing Board only on budget items to be implemented prior to the withdrawal or termination date.

i. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Governing Board shall be required in order to approve the following items or actions:

- i. Amendment to the Principals' Assessment formula(s);

- ii. Approval of a budget that exceeds the prior approved budget by a percentage in excess of the most recently published Consumer Price Index – Urban for the Seattle/ Tacoma/Bremerton metropolitan area, June - June, calculated by the Federal Bureau of Labor Statistics, or its successor index, plus 4% (adjusted as necessary to accomplish the same annual cost increase limitation in the event Snohomish County 911 transitions to a biennial budget).
 - iii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000;
 - iv. Admission of a new Principal (other than admission of an Associate Agency as a Principal, or a Principal created by the merger, consolidation or other process as described in Section 6.r);
 - v. Reinstatement of a Principal that has been converted to Subscriber;
 - vi. Appointing the Executive Director (a Simple Majority Vote is required for removal of the Executive Director);
 - vii. Expansion of the scope of services provided by Snohomish County 911 within the Scope of Section 4.a and 4.b;
 - viii. Adoption or amendment of any bylaws, or amendment of the Articles;
 - ix. Merger, consolidation, sale of all or substantially all assets of the Snohomish County 911 per Section 19;
 - x. Modification of this Agreement (except for those items requiring approval of all legislative bodies of the Principals per Section 18);
 - xi. Termination or dissolution of Snohomish County 911 per Section 20;
 - xii. Approval of debt pursuant to Section 13; and
 - xiii. Any other action requiring a two-thirds or sixty six-percent (66%) supermajority vote under chapter 24.06 RCW.
- j. Officers. The Governing Board shall have four officers, a President and Vice-President, Secretary and Treasurer, who will serve two (2) year terms, coterminous with Governing Board Member elections. It will be the function of the President to preside at the meetings of the Governing Board. The Vice-President shall assume this role in

absence of the President. Immediately following the election of Governing Board Members, at the first meeting of the Governing Board, the officers shall be elected by Simple Majority Vote of the Members. In the event of a vacancy in the President position, the Vice-President shall assume the President position for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Governing Board shall by Simple Majority Vote elect a new Vice-President to serve to the balance of the term of the departed Vice-President. Any officer appointed by the Governing Board may be immediately removed by Simple Majority Vote of the Governing Board, with or without cause, in which event the Governing Board shall promptly elect a new officer who shall serve for the remainder of the unexpired two-year term. The Governing Board may appoint persons to serve as Secretary and Treasurer of Snohomish County 911; provided, that such persons shall not be Members of the Governing Board. The duties of all officers shall be further described in the Snohomish County 911 Bylaws.

k. Staffing. The Executive Director shall assign agency staff to support the Governing Board as he or she deems appropriate.

l. Meetings. The Governing Board shall meet not less than four (4) times per year, at least once each calendar quarter, at a time and place designated by the President of the Governing Board or by a majority of its Members. Regular meetings shall be held pursuant to a schedule adopted by the Governing Board. Special meetings may be called by the President or a majority of Governing Board Members upon giving all other Members notice of such meeting in accordance with chapter 42.30 RCW (which, as of the date of this Agreement, requires written notice to be provided to each Member at least twenty-four (24) hours prior to the meeting). Notwithstanding the foregoing, the President or Members calling a special meeting will, in good faith, attempt to provide at least ten (10) days prior written notice of a special meeting, however, failure to do so will not invalidate any otherwise legal action taken at a meeting where the proper notice was provided in accordance with chapter 42.30 RCW. In an emergency, the Governing Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Governing Board Members. Members of the Governing Board may participate in a meeting through the use of any means of communication by which all Members and members of the public participating in such meeting can hear each other during the meeting. Any Governing Board Members participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

m. Bylaws. The Governing Board shall be authorized to establish bylaws that govern procedures of the Governing Board.

n. Parliamentary Authority. Robert's Revised Rules of Order shall govern any proceeding of the Governing Board to the extent not inconsistent with this Agreement or the bylaws adopted by the Governing Board.

o. Consultation with Technical Advisory Committees. It is the intent of this Agreement that the Governing Board shall seek the active participation and advice of Participating Agencies in the determination of Snohomish County 911 operating policies. The Technical Advisory Committees shall have the opportunity to provide reports at each regular Governing Board meeting. The Governing Board shall consider input from the Technical Advisory Committees in its deliberations.

p. Boundary Changes or Service Territory Changes. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason, so that Snohomish County 911 may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees; provided, however, until such time as Snohomish County 911 has sufficiently accurate data (such as an official population estimate from the State) by which to calculate User Fees for the Participating Agencies(s) involved, Snohomish County 911 shall continue to bill each Participating Agency on the basis of Snohomish County 911's most accurate data and the parties involved in the boundary or service territory change shall amongst themselves address any User Fee allocation issues.

q. Service Changes; Merger or Annexation of a Participating Agency; Formation of New Public Safety Interlocal Operation. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason.

In the event a Participating Agency merges or annexes to a Principal or becomes a member agency of a Public Safety Interlocal Operation that is a Principal, the merged or annexed Participating Agency's rights and obligations under this Agreement shall be assumed in full by the Principal without further action by the Governing Board.

In the event that Participating Agencies, which meet the qualifications of this paragraph, join together to create a new Public Safety Interlocal Operation (for example and without limitation, creation of a new regional fire authority under chapter 52.26 RCW), and as a result of such formation the fire/EMS operation or police operation of such Participating Agencies are no longer Directly Served by Snohomish County 911, then after all of the necessary assignments and agreements are executed related to the creation of the Public Safety Interlocal Operation, the newly created Public Safety Interlocal Operation shall become a Principal and a party to this Agreement without further action of the Governing

Board. At such time the rights and obligations of the forming Participating Agencies shall be assumed by the Public Safety Interlocal Operation. Notwithstanding the foregoing, in order for the newly created Public Safety Interlocal Operation to become a Principal and a party to this Agreement without further action of the Governing Board, each Participating Agency at the time of formation of the newly created Public Safety Interlocal Operation must (i) be a current Principal and party to this Agreement, or (ii) have previously been a member of SNOCOM or SNOFAC and otherwise independently qualifies as a Principal under this Agreement.

Notwithstanding anything in this paragraph to the contrary, if a merged or annexed Principal retains a separate public safety operation that is Directly Served by Snohomish County 911, then that Principal shall maintain its status and shall retain all its rights and obligations under this Agreement with respect to its Directly Served public safety operation.

r. Associate Agencies. Associate Agencies shall be charged a nominal annual membership fee at a level set from time to time by Simple Majority Vote of the Governing Board. An Associate Agency which stops contracting for police and/or fire/EMS services from a Principal and requests to be Directly Served by Snohomish County 911 shall be approved by the Governing Board as a Principal per Section 14.d and shall not be subject to any latecomer fees in making this transition.

SECTION 7. TECHNICAL ADVISORY COMMITTEES.

a. Creation and Membership. Two Technical Advisory Committees shall be created to serve in an advisory capacity to the Governing Board and Executive Director.

i. Police Technical Advisory Committee. The Police Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber police department or equivalent agency or operation Directly Served by Snohomish County 911.

ii. Fire/EMS Technical Advisory Committee. The Fire/EMS Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber with a Fire/EMS department or equivalent agency or operation Directly Served by Snohomish County 911.

b. Technical Advisory Committee Representatives. Persons serving on either Technical Advisory Committee shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Representatives and alternates for reasonable out-of-pocket costs related to service on the Technical Advisory Committees.

c. Alternates. Each Representative serving on a Technical Advisory Committee may designate one alternate, confirmed in writing, to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies. Written notice of the appointment of an alternate shall be provided to the Chair the applicable Technical Advisory Committee prior to the alternate serving in the absence of the Representative.

d. Powers. Each Technical Advisory Committee shall meet individually as frequently as their members deem appropriate, but not less than twice each year, for the purpose of promoting interagency collaboration and cooperation, information sharing, discussion and review of agency operating policy and such other matters as the Governing Board may request. The Technical Advisory Committees shall provide advice, information, and recommendations to the Governing Board and the Executive Director.

e. Quorum. One-quarter of the Representatives of each Technical Advisory Committee (or any alternates present and participating in place of a Representative) shall constitute a quorum for meetings of such Committee.

f. Voting. All actions and recommendations of the Technical Advisory Committees shall be approved by majority vote of those present and voting. Each Representative shall have one vote. There will be no weighted voting, proxy voting, or mail-in voting.

g. Officers. Each Technical Advisory Committee shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of his/her respective Technical Advisory Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be annually elected by vote of the Committee Representatives.

h. Staffing. The Technical Advisory Committees shall be staffed by the Executive Director, or his or her designee, and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. All meetings of each Technical Advisory Committee shall be open to the public if and to the extent required by chapter 42.30 RCW. Regular meetings shall be held pursuant to a schedule approved by the Technical Advisory Committee. Special meetings may be called by the Chair of the Technical Advisory Committee or a majority of the Representatives of the Technical Advisory Committee. Members of the Technical Advisory Committees may participate in meetings through the use of any means of communication by which all Representatives and members of the public participating in such meeting can hear each other during the meeting. Any Representatives participating

in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

SECTION 8. ANNUAL AGENCY REPORT.

a. Contents. The Executive Director shall prepare an Annual Agency Report no later than April of each year. The report shall include a description of:

- i. Activities of Snohomish County 911 for the previous calendar year;
- ii. The proposed work program and significant events in the current calendar year; financial condition of Snohomish County 911;
- iii. Results of Governing Board adopted performance benchmarks; and
- iv. The proposed budget policy for the upcoming year.

b. Availability. The Executive Director shall ensure that the Annual Agency Report is distributed to the Governing Board and Principals and made available the general public each year.

SECTION 9. EXECUTIVE DIRECTOR.

The Governing Board shall be responsible for the appointment and termination of the Executive Director. An interim Executive Director may be appointed to serve in such capacity until a permanent Executive Director is appointed by the Governing Board. A Supermajority Vote of the Governing Board is required to appoint the Executive Director of Snohomish County 911.

The Executive Director shall be responsible to the Governing Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer Snohomish County 911 in its day-to-day operations, including but not limited to: approving and overseeing the administration of all operating procedures and public records management procedures consistent with Governing Board policies; and appointing persons to fill other staff positions in the Snohomish County 911 and overseeing the evaluation and discipline, hiring and firing of employees, and administration of collective bargaining agreements and other personnel contracts consistent with Governing Board policies.

Only the Governing Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants or legal counsel for specialized purposes within the Executive Director's signing authority as it may be defined by the Board from time to time may be designated in such manner as the Governing Board may determine subject to Sections 5 and 6.

The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" employee and may be terminated upon the Simple Majority Vote of the Governing Board.

SECTION 10. PERSONNEL POLICY

The Executive Director shall, as necessary from time to time, submit to the Governing Board a proposed personnel policy for the Governing Board's approval, rejection or modification. All modifications or revisions to such personnel policies must be approved by the Governing Board if and to the extent required in such policies.

SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION; RADIO SYSTEM OPERATIONS.

- a. Operational Effectiveness. The Executive Director shall actively consider and evaluate means and opportunities toward the enhancement of operational effectiveness of emergency services. The Executive Director shall present his or her recommendations to the Technical Advisory Committees and the Governing Board from time to time.
- b. Operational Standards for Radio System. The Governing Board shall adopt operation and maintenance standards for the Radio System. The Technical Advisory Committees shall submit to the Governing Board recommendations regarding operation and maintenance standards for the Radio System.
- c. Radio System Use. Each Participating Agency shall use the Radio System exclusively for approved Radio System purposes and in strict accordance with all applicable federal law and regulations. Principals hereby agree, and Subscribers shall agree in their applicable contract to agree, to abide by all Federal Communication Commission rules and regulations concerning the use of shared radio facilities.
- d. Radio System Access Priorities. Principals shall have priority access to the Radio System. Upon approval by the Governing Board, access may be provided by contract to Subscribers in the following priority:

- i. Priority 1: public safety (police, fire and emergency medical services) Subscribers; Subscribers able to interact with control stations in public school districts and public hospitals within Snohomish County; and other public agencies served by compatible radio communication systems;
- ii. Priority 2: other public agencies with emergency response duties; and
- iii. Priority 3: other entities, as determined by the Governing Board.

Emergency Public Safety Radio System Replacement Project. Notwithstanding anything in this Agreement to the contrary, no Participating Agency assumes the obligation to fund capital costs related to the design, development, construction or maintenance of the Radio System Replacement Project, and neither the full faith and credit or taxing power is pledged by a Participating Agency for such purpose, except as such obligation may be agreed to and specifically set forth in a separate agreement between the Participating Agency and Snohomish County.

SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS.

a. Budget Fiscal Year. The Snohomish County 911 budget fiscal year shall be either the calendar year, or two calendar years, as the Governing Board may determine.

c. Budget Approval. The Executive Director shall present a proposed budget to the Governing Board by no later than **August 1** preceding the next budget period and the Governing Board shall approve its budget by no later than **September 25**. Thereafter and in no event later than **September 30**, Participating Agencies shall be advised on the programs and objectives contained in the proposed budget, of any changes in the User Fee formula(e), and of the required financial participation for each Principal and Subscriber for the following year(s) based upon the proposed budget. Participation by each Principal and Subscriber is contingent upon subsequent legislative appropriation for the following fiscal year. Principals and Subscribers shall promptly notify Snohomish County 911 if it does not approve its budget allocation. Any Principal not approving its full budget allocation (Assessment and cost of any Additional Services it has agreed to purchase) shall be automatically converted to Subscriber status effective the first day of the budget year (whether biennial or annual) for which the Principal did not approve its budget allocation, and subject to penalty as described in Section 12.

d. User Fee Formula. The User Fee formula applicable to Principals for Emergency Communications Services referred to as the “Assessment formula”, shall be initially approved as set forth in **Exhibit B** to this Agreement. The Assessment formula(e) may be changed from time to time as part of the budget process, and any such changes

shall be approved by Supermajority Vote of the Governing Board in accordance with Section 6.i. Additional Services require only Simple Majority Vote of the Governing Board to approve. The Assessment formula(e) for Principals may be different from the User Fee formula applicable to Subscribers. It is expressly contemplated that Participating Agencies may become subject to differential User Fee formulae (including differential Assessment formula(e)) over time based upon the benefit conferred to such agencies.

e. Payment of Assessments. Assessments shall be payable not less frequently than quarterly on or before such dates as the Governing Board may determine.

f. Delinquent Assessments. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Principal and provide a 60-day cure period from the original due date of the payment. If such Assessments, are not paid in full within 60 (sixty) days of the original due date, then the Principal delinquent in payment of Assessments shall upon such 60th day be deemed immediately converted to the status of a Subscriber as described in Section 14. In the event a Principal converted to Subscriber status due to non-payment of fees shall not have paid in full all Assessments owing by six (6) months after the original due date, then the Governing Board may terminate services to such Subscriber, which termination shall not absolve the Subscriber of its obligation to pay all Assessments past due, together with all accrued interest, calculated at 1.5% per month from the date the Assessment was originally due.

g. Terms of Subscriber Contracts. Snohomish County 911 may enter into contracts with Subscribers from time to time for the purpose of providing Emergency Communication Services and other services as provided herein. Subscriber contracts may provide for the same or different payment schedules and payment formulas as those which apply to Principals; provided that, a Subscriber which, at the time it determined to become a Subscriber, was qualified to become a Principal but elected not to, shall be subject to payment of a risk premium of not less than six percent of its annual User Fees, or such other greater amount as the Governing Board may determine. Revenues from such risk premium shall be placed in Snohomish County 911 reserves.

Subscriber contracts shall provide that User Fees not paid when due by a Subscriber shall begin to accrue interest on the date the User Fee was originally due and shall continue until the User Fee is paid (together with all accrued interest) in full at the Federal Prime Rate plus 3%. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Subscriber. In the event a Subscriber does not pay in full all User Fees plus accrued interest within six (6) months from the date of initial delinquency, the Governing Board may terminate services to such Subscriber. Any such termination shall not absolve the Subscriber of its obligation to pay any amounts owing to Snohomish County 911, including any accrued interest.

h. Reserve Funds. The Governing Board shall establish capital and operating reserve funds or accounts at the times and in the amounts necessary to ensure funds are on hand to reasonably address planned and unforeseen capital and operating expenses and to minimize the need for large increases in Assessments and/or User Fees from year to year as a result of acquisition or replacement of capital assets or equipment, and to fund the timely replacement of aging technology, equipment and systems.

SECTION 13. ISSUANCE OF DEBT.

Except as otherwise provided in Section 5, Snohomish County 911 shall not have the power to issue obligations or to incur debt. However, it is anticipated that Snohomish County 911 may require capital funding from time to time to support facilities, technology and equipment needs. Bonds, notes or other evidences of indebtedness may be issued from time to time by one or more Participating Agencies or by another issuer pursuant to a separate agreement between one or more Participating Agencies and Snohomish County 911 in order to provide capital financing for Snohomish County 911 on terms as agreed upon by the parties thereto. The security and sources of payment for any such debt will be determined at the time of issuance, which may include User Fees and/or capital contributions from the Principals. Any User Fees and/or capital contributions for such purposes shall be approved by Supermajority Vote of the Governing Board. Further, in the event that any Principal is obligated to make a capital contribution, such obligation shall be subject to approval by its legislative authority.

To the extent that any bonds or other debt is issued on a tax-exempt basis under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), the Participating Agencies agree to not (1) make any use of the proceeds from the sale of such bonds or other debt that will cause the bonds or other debt to be “arbitrage bonds” within the meaning of the Code, or (2) act or fail to act in a manner that will cause the bonds or other debt to be considered obligations not described in Section 103(a) of the Code.

Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to amend or otherwise modify any terms or conditions of a separate agreement between a Participating Agency and Snohomish County (or other Participating Agency or Agencies) with respect to capital contributions, guarantees or the repayment of debt.

SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF ADDITIONAL SERVICE TO PRINCIPALS.

a. As described in Sections 12.c and 12.f hereof, a Principal may be converted to Subscriber status for failure to approve its share of the budget or for nonpayment or

delinquency in payment of User Fees. On the date of such conversion, said former Principal shall:

- i. lose its right to participate in a caucus for selecting a voting Governing Board member;
- ii. lose its right to receive a share of Snohomish County 911 assets upon dissolution of Snohomish County 911;
- iii. become subject to payment of User Fees in accordance with the then applicable User Fee formula for Subscribers; and
- iv. be bound by the terms of the applicable Subscriber service contract(s).

The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

b. A Principal may alternately elect to convert to Subscriber status effective the first day of the next budget period (whether Snohomish County 911 is operating under an annual or biennial budget) by giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Governing Board, barring any basis for terminating the Principal and action thereon by the Governing Board.

c. A governmental entity otherwise meeting the qualifications of a Principal in Section 3 hereof may be admitted as a Principal of Snohomish County 911 upon Supermajority Vote of the Governing Board as required under Section 6.j. Similarly, a Subscriber may apply to the Governing Board to be converted to Principal status. As a condition of becoming a Principal, whether by conversion or new admission, the Governing Board may require payment or other contributions or actions by the new Principal as the Governing Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause the then-current Participants to incur additional cost. Upon such conversion or new admission, such new Principal shall execute this Agreement or agree in writing to the term of this Agreement in its capacity as Principal and shall thereafter be subject to all provisions of this Agreement applicable to Principals.

d. Notwithstanding anything to the contrary in this Agreement, an Associate Agency meeting the qualifications of a Principal may become a Principal effective the first day of the next budget year, without making any latecomer payment or contribution, upon giving notice of its intent to the Governing Board not less than nine (9) months in advance

of such effective date. Such conversion shall become effective on such date without further action of the Governing Board.

e. The determination of whether to accept new Subscribers shall be made by the Governing Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals, it being the intention that the addition of new Subscribers shall not cause pre-existing Participating Agencies to incur additional cost.

f. A Principal wishing to receive service from Snohomish County 911 for an operating department in addition to a department already served by Snohomish County 911 may make application to the Governing Board in the same manner as, and be subject to such conditions and approvals as the Governing Board may deem appropriate for, an entity (other than an Associate Agency) seeking admission as a new Principal.

SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES.

Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to Snohomish County 911's operations. Interconnecting equipment and services necessary to the provision of authorized Snohomish County 911 services may be funded through Snohomish County 911's budget and operational programs.

SECTION 16. INVENTORY AND PROPERTY.

Equipment, vehicles and furnishings for Snohomish County 911's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for Snohomish County 911's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Snohomish County 911. The Executive Director shall maintain and bi-annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Snohomish County 911, and the values thereof. In event of dissolution or termination of Snohomish County 911, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Governing Board on or before June 30 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following the year in which the notice is given. A Principal that has given notice of its intent to terminate must meet with the Executive Director or his or her

designee to develop a departure plan. The departure plan is intended to ensure an orderly separation of the Principal from New Agency and ensure minimal disruption in 911 Calls response for the public. The departure plan may include the transfer of funds and equipment or other assets and must be approved by Simple Majority Vote of the Board. Notwithstanding anything herein to the contrary, Principals shall be prohibited from withdrawing their membership and terminating their participation in this Agreement during the Initial Term; provided, a Principal may give appropriate notice of its intent to withdraw pursuant to this Section during the Initial Term, and in such event that Principal's membership withdrawal shall become effective on the last day of the calendar year that coincides with the end of the Initial Term.

b. Notwithstanding the foregoing, a Principal may be terminated at any time by action of the Governing Board for delinquencies of at least six (6) months in payment of Assessments and interest per Section 12.f.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to Snohomish County 911's personal or real property, or any other ownership in Snohomish County 911, unless otherwise provided by the Governing Board; provided further that this forfeit of rights shall not apply to personal property on loan to Snohomish County 911 from the terminating or withdrawing Principal.

e. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

f. A Governing Board Member representing a Principal that (i) has given notice of withdrawal, or (ii) has been terminated by vote of the Governing Board which termination is effective at a future date, shall be authorized to cast votes at the Governing Board only on budgets items to be implemented prior to the withdrawal or termination date.

SECTION 18. AMENDMENT OF AGREEMENT.

The following terms of this Agreement may only be amended in writing after receipt of the approval of the legislative authorities of all Principals:

a. Expansion of the scope of services provided by the Snohomish County 911 beyond the scope of Section 4.

b. The composition of the Governing Board and terms of office as provided in Sections 6.a and 6.d.

c. Voting rights of Governing Board Members.

- d. Powers of the Governing Board.
- e. Hold harmless and indemnification requirements.
- f. Provisions regarding duration, termination or withdrawal.
- g. The conditions of this Section.

The parties to this Agreement acknowledge and agree that provisions in this Agreement that are not specifically identified in (a) through (g) above reflect the Principals' direction as to the initial operational and administrative policies and procedures to be implemented by the Governing Board. With the exception of the foregoing items that require affirmative approval of the legislative authorities of all Principals, the parties to this Agreement authorize the Governing Board to modify this Agreement from time to time in order to carry out the corporate purposes of Snohomish County 911. Any such modification shall be in writing and executed by the President of the Governing Board after providing not less than thirty (30) days' advance written notice to all Principals of such proposed modification, and upon approval of a Supermajority Vote of the Governing Board.

Nothing in this Section shall be construed to require legislative authority consent for the addition of a new Principal, conversion of an Associate Agency to a Principal, or agreement to serve an additional Subscriber.

SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of Snohomish County 911 with another entity, or the sale of all or substantially all assets of Snohomish County 911, shall require a Supermajority Vote of the Governing Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Governing Board. The termination shall be by direction of the Governing Board to wind up business by a date specified by the Governing Board, which date shall be at least one (1) year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of this Agreement remaining in ownership of Snohomish County 911 shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Snohomish County 911 liabilities, shall be distributed to those Principals still participating in the Snohomish County 911 on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Principals' User Fees paid during such five-year period. The Governing Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.
- ii. Loaned Property. In the event of dissolution or termination of the Snohomish County 911, assigned or loaned assets shall be returned to the lending entity.
- iii. Allocation of Liabilities. In the event outstanding liabilities of the Snohomish County 911 exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds.
- c. Notwithstanding the foregoing, this Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Snohomish County 911, unless provision is made for those obligations.

SECTION 21. DISPUTE RESOLUTION.

- a. Whenever any dispute arises between a Principal or the Principals or between the Principals and the Snohomish County 911 (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section, which shall also be binding on Subscribers.
- b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Governing Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.
- c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith

between the parties within 30 days, which may include binding or nonbinding decisions or recommendations (whichever is mutually agreed to). The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 22. INSURANCE.

The Governing Board, Executive Director, and Technical Advisory Committees shall take such steps as are reasonably practicable to minimize the liability of the Participating Agencies, including but not limited to the utilization of sound business practice. The Governing Board shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the Snohomish County 911 and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused solely by the acts of a Principal; provided, that if any such Claim is based on the concurrent negligence of more than one Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

b. Each Principal shall defend, indemnify and hold the Snohomish County 911 and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of the Snohomish County 911; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

c. As provided in its Articles, the Snohomish County 911 shall defend, indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the Snohomish County 911's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of any Principal;; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and a Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

d. The Snohomish County 911 will hold harmless, indemnify and defend its officers, officials, employees and volunteers from any and all legal liability, claims or lawsuits of any kind for injuries, damages, losses of any kind occurring to another, including attorney fees, which may arise out of the good faith performance of their duties to the Snohomish County 911 and performed in the scope of their employment or service to the Snohomish County 911, except to the extent the injuries, losses and/or damages are caused by the intentional and knowing wrongful acts of any of the Snohomish County 911's officers, officials, employees or volunteers.

e. Subscribers shall be required to agree to indemnify and hold harmless each Principal and the Snohomish County 911, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of Subscriber's negligent acts or omissions in connection with the receipt of services from Snohomish County 911. To such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of Snohomish County 911, Snohomish County 911 may also indemnify and hold harmless Subscribers.

f. 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 a party hereto and the Snohomish County 911, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose 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.

g. Each party shall give the other parties proper notice as provided herein of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Snohomish County 911, or a Principal's

conversion to Subscriber status (collectively for purposes of this subparagraph “Termination”), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 24. INTERGOVERNMENTAL COOPERATION.

The Snohomish County 911 shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Snohomish County 911’s operations and minimize costs of service delivery.

SECTION 25. NOTICE.

Notices required to be given to Snohomish County 911 under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President of the Governing Board and Executive Director, Snohomish County 911
c/o Snohomish County 911
1121 S.E. Everett Mall Way, Suite 200
Everett, WA 98208

Notices to Principals, Subscribers, Associate Agencies, Governing Board Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email, or personal delivery. Each Principal shall provide the President of the Governing Board written notice of the address for providing notice to said Principal. Any Principal wishing to change its mail or email address shall promptly notify the President of the Governing Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), or received by personal delivery.

SECTION 26. COMPLIANCE WITH LAWS.

During the term of this Agreement, the parties hereto agree to comply with all federal, State, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any Emergency Communication Services and/or Additional Services involve the retention, security, confidentiality or other handling of certain “protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to

comply with such laws and execute documents as necessary to implement the requirements under such laws.

SECTION 27. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for Snohomish County, Washington at Everett, Washington, or if applicable, in Federal District Court, Western District of Washington.

SECTION 28. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. In addition to the foregoing, nothing in this Agreement is intended to create a special relationship or other basis for third party liability.

SECTION 29. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

SECTION 30. RATIFICATION.

All prior acts taken by the Principals and Snohomish County 911 consistent with this Agreement are hereby ratified and confirmed.

SECTION 31. EXECUTION, COUNTERPARTS, AMENDMENT AND RESTATEMENT OF ORIGINAL AGREEMENT, AND EFFECTIVE DATE.

The Original Agreement was executed on behalf of each Principal by its duly authorized representative following approval of the Original Agreement by motion, resolution or ordinance of its legislative authority. Pursuant to the terms of the Original Agreement and except for certain amendments as provided in Section 18 of the Original Agreement, the Original Agreement may be amended from time to time by Supermajority Vote of the Governing Board of Snohomish County 911 without further approval of legislative authorities of the Principals.

Pursuant to Section 4, Section 6.j and Section 18 of the Original Agreement, after giving 30 days' notice to each Principal as required by Section 18 of the Original Agreement, the Governing Board of Snohomish County 911, by Supermajority Vote of its Principals, authorized the amendment and restatement of the Original Agreement by the execution and delivery of this Agreement.

This Agreement shall be deemed adopted and effective as of ~~April 21~~XXXX XX, ~~2022~~2024, and as of such date, this Agreement shall control the operations and governance of Snohomish County 911. This Agreement shall be filed and/or posted as required by chapter 39.34 RCW.

This Agreement shall be executed by the President of the Governing Board, and attested to by the Secretary of the Governing Board.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date set forth above.

Snohomish County 911

By: _____
Jon Nehring
Board President

Attest:

By: _____
Terry Peterson
Board Secretary

Approved as to Form:

By: _____
Attorney for Snohomish County 911

EXHIBIT A

Process for Selecting Governing Board Members and Alternates

Governing Board Members shall be selected as soon as practicable, not no later than sixty (60) days following the ratification of changes to Exhibit A, through the process described below. Initial terms for Board Members shall run through 2026 and Beginning-beginning in 20222026, Governing Board Members are selected every two (2) years in April, through the process described below.

If not defined in this **Exhibit A**, capitalized terms have the meaning stated in the Agreement.

As used in this **Exhibit A**:

- **Population Served** means the residential population of all territory Directly Served by a Principal Police Agency or Fire Agency, according to the most recent annual report issued by the State Office of Financial Management each year determining the population of each jurisdiction.
- **Administration and Technology Cost Center** means all costs allocated to this cost center that are not otherwise attributed to another cost center as defined in Exhibit B.

Step 1. Police Agencies are divided into four (4) caucuses

- a. Rank each Police Agency by ~~Population Served~~the pro rata share of the Administration and Technology Cost Center for each Police Agency from smallest to largest; ~~provided, however, that to avoid double counting, Population Served shall be based on the population for which the Police Agency has general policing responsibilities; contracts for special services (such as bomb squad or SWAT responses only) are not included in the calculation of Population Served.~~
- b. Snohomish County shall be its own caucus (until and unless it is no longer the largest Police Agency in terms of ~~Population Served~~pro rata share of the Administration and Technology Cost Center, in which case all four caucuses shall be determined as per Subsection c below).
- c. The remaining Police Agencies shall be divided into three roughly equal caucuses based on ~~Population Served~~pro rata share of the Administration and Technology Cost Center, starting from the smallest Police Agency and working up to agencies serving more population. In deciding where to divide caucuses, the following rules shall apply:

- i. ~~No~~ Police Agency shall be divided into two caucuses.
- ii. Caucuses with the smallest agencies (the two caucuses with three Governing Board Member seats, referred to as Small and Medium Police Agencies on the Police Agencies Table below) shall be sized by rounding up (exceeding the ~~population target~~pro rata share target to the extent necessary to completely include the ~~target population~~pro rata share target and not divide any Police Agency between caucuses), and the larger Police Agency caucus (two Governing Board Member seats, referred to as Next Largest Police Agencies in the Police Agencies Table below) shall be rounded down.

Step 2. Fire Agencies are divided into three (3) caucuses

- a. Rank each Fire Agency by **Population Served**, from the smallest to the largest, ***provided, however***, that to avoid double counting, Population Served shall be based on fire suppression responsibility; contracts for limited services (such as BLS/ALS response/transport) are not included in the calculation of Population Served.
- b. Divide the Fire Agencies into three (3) caucuses based on whether they are small, medium or large agency, defined as follows:
 - i. A Large Fire Agency is defined as an agency serving 14% or more of the total Population Served by all Fire Agencies.
 - ii. A Medium Fire Agency is defined as an agency serving more than 3% and less than 14% of the total Population Served by all Fire Agencies.
 - iii. A Small Fire Agencies is defined as an agency serving 3% or less of the total Population Served by all Fire Agencies.

Step 3. Each Caucus selects Board Members

- a. In April, designated representatives from each Principal in each Police Agency caucus and each Fire Agency caucus shall meet together and select Governing Board Members to represent them on the Governing Board for the next two-year term. Caucuses may determine their own rules for nominating and selecting Governing Board Members, provided that the following rules shall apply:
 - i. Representatives to the caucus shall be designated by the legislative body of the Principal they represent (or by such other person as local codes may require). Designated representatives must be qualified to serve as a Governing Board Member.

- ii. An individual need not attend the caucus in order to be selected as a Governing Board Member, so long as the person otherwise meet the qualifications of a Governing Board Member.
- iii. Each Principal within a caucus shall have an equal vote in selecting each Governing Board Member.
- iv. Any Principal who has designated more than one representative to the caucus, and is unable to unanimously decide where to place their vote, at the time the vote is called, shall forfeit their vote.
- v. Voting by proxy will not be allowed.
- vi. No Principal may have an elected official or staff member hold more than one (1) Governing Board seat in a single caucus unless there are more seats than Principals in the caucus.
- vii. The Secretary shall record the votes of the caucus. Each caucus shall submit a written statement to the Secretary of Snohomish County 911, signed by not less than half of the caucus' representatives participating in the meeting, confirming the individuals to whom the caucus's Board seats are to be allocated for the next term of office. This record shall be included in the next regularly scheduled board meeting packet.

~~b. Designated representatives from each Associate Agency and each Single-Service Principal shall also form a caucus to select a single non-voting Board Member. Representatives to the caucus shall be designated in the same manner as described in Step 3.a.i, one from each Associate Agency and each Single-Service Principal. The caucus rules described in Step 3.a apply, as do rules for selecting an alternate as described in Step 4. In no event shall the Governing Board Member appointed by this caucus be from an agency that also has a voting Governing Board Member elected for the same board term.~~

e.b. The number of Governing Board Members to be selected by each caucus shall be as follows:

Police Agencies (10 Board Members)

Caucus 1: Largest Agencies (Currently Snohomish County is the only member)	2 Governing Board Members, one of which must be the County Sheriff or an assistant or deputy sheriff directly reporting to the Sheriff – unless or until the County is no longer the Largest Policy Agency (in terms of Population Served), in which case the two board members shall be selected as per Caucus 2.
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Caucus 2: Next Largest Police Agencies	2 Governing Board Members, of which one must be operational staff and one must be an elected official
Caucus 3: Medium Police Agencies	3 Governing Board Members, of which one must be an operational staff and one must be an elected official
Caucus 4: Small Police Agencies	3 Governing Board Members, of which one must be an operational staff and one of must be an elected official

Fire Agencies (5 Board Members)

Caucus 1: Large Fire/EMS Agencies	3 Governing Board Members
Caucus 2: Medium Fire/EMS Agencies	1 Governing Board Member
Caucus 3: Small Fire/EMS agencies	1 Governing Board Member

~~Associate Agencies and Single-Service Principals (1 non-voting Governing Board Member)~~

~~1 Caucus~~	~~1 non-voting Board Member~~
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Step 4. Each Caucus Selects a Slate of Designated Alternates, in Priority Order.

- a. Each caucus shall select a slate of designated alternates in a number equal to the number of Governing Board seats allocated to that caucus.
- b. Each caucus shall prioritize its alternates to determine the order in which the alternates are called upon to participate at a Governing Board meeting in the event of an absence of any Governing Board member representing the caucus.

Caucuses may determine their own rules for nominating and selecting Board Alternates, provided that the rules set forth in Step 3.a for selecting of Board Members shall apply.

Vacancies

Any vacancies shall be promptly filled by the appointing caucus, which shall meet either in person or telephonically to select a replacement Board Member and/or Alternate to serve

the remainder of the vacant position's unexpired term. Such selection process shall be subject to the rules outlined in **Step 3**.

EXHIBIT B

Principal Assessment Formula

Assessments are calculated and charged separately for each Emergency Communications Service provided for each Principal that has elected to receive such service. A Principal that has elected to receive both Police and Fire/EMS Emergency Communications Services will pay one Assessment for service to its Police agency and one Assessment for service to its Fire/EMS agency. A Principal that has elected to receive only police **or** Fire/EMS Emergency Communications Services from Snohomish County 911 only pays an Assessment for the service so received.

Capitalized terms used in **Exhibit B** not defined in this **Exhibit B** have the meaning set forth in the body of the Interlocal Agreement.

Description of the formula to derive Assessments for individual Principals.

Step 1: Divide the Net Adopted Budget into four cost pools:

- **Administration ~~,and~~ Technology~~,and Wireless Technology~~**
- **Call Takers**
- **Police Dispatch**
- **Fire Dispatch**

The costs allocable to each cost pool are further defined below (see “Definitions”)

Step 2: Apply Revenues to cost pools according to the following guidelines:

- E-911 Tax Revenues will first be applied to offset all costs associated with the **Call Takers** cost pool. Any E-911 Tax Revenues over and above the amount necessary to fund all costs in the **Call Takers** cost pool will be applied to fund permissible costs for such revenues within the **Administration, Technology, and Wireless Technology** cost pool.
- Emergency Communications and Facility Tax Revenues will be applied to fund permissible costs for such revenues within the Administration, Technology, and Wireless Technology cost pool. Revenues that exceed the Administration, Technology, and Wireless Technology cost pool will be applied to member assessments using the formula assigned to this cost pool.
- The portion of Subscriber Contract revenues attributable to all Emergency Communications Services *except* revenues attributable to the Wireless Technology cost pool will be applied to the **Police Dispatch** and/or **Fire Dispatch** cost pool, based on the services billed to the Subscriber. For example, revenues from a Subscriber contract for Emergency Communications Services with the Stillaguamish Tribe to service its Police Agency will be applied to reduce the size of the Police Dispatch cost pool, except for any increment of such revenue charged for Wireless Technology cost pool items.

- The portion of any Subscriber Contract revenues attributable to Radio System services will be applied to the Administration, Technology, and Wireless Technology cost pool, including but not limited to any revenues attributable to cell tower leases and other non-Assessment revenue attributable to the Radio System.
- Additional Services revenues will be applied to the Administration and Technology, Police Dispatch, Fire Dispatch, and/or Wireless Technology cost pool, based upon where the costs of those services are allocated.

Step 3: Divide the Administration and Technology, Call Taker, Police Dispatch and Fire Dispatch cost pools between Police Agencies and Fire Agencies:

- Amounts in the **Administration and Technology** cost pool will be divided based on the ratio of dispatch workstations assigned to each service (initially, 8 police dispatch stations and 5 fire stations)
 - Police 62%
 - Fire 38%

If the Board approves deployment of an additional dispatch work station to serve Police or Fire Agencies, this ratio will automatically change (the change is not considered a formula change requiring Governing Board approval).

- Amounts in the **Call Taker** cost pool will be divided based on a ratio that reflects an assessment of actual time spent by call takers processing each type of call:
 - Police 75%
 - Fire 25%

A change in this ratio requires Supermajority Vote of the Governing Board.

- Calculate a **Cost per Console** by dividing total Police Dispatch and Fire Dispatch Costs by the total number of dispatch stations.
- Amounts in the **Police Dispatch** cost pool are allocated to Police Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs. (In 2017, of the 8 Initial Police Dispatch stations, 5 were shared and 3 were dedicated—1 to Marysville Police, and 2 to Everett Police).
- Amounts in the **Fire Dispatch** cost pool are allocated to Fire Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs (In 2017, there were 5 Shared Dispatch Stations in the Fire Dispatch cost pool and no Dedicated Dispatch Stations).

Step 4: Allocate costs to individual Principals, calculating Fire and Police Agency assessments separately as follows:

- **Police Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Police Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Police Agency Subscriber contract revenues. Allocate the resulting total amount between all Police Agency Principals based on the **Shared Cost Allocation Calculation**. The total Police Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal:
2. **For Principal Police Agencies assigned to Shared Police Dispatch stations:** Each such Principal is allocated a shared of all Shared Police Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Police Agencies with Dedicated Police Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Police Dispatch stations for which they have contracted.

- **Fire Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Fire Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Fire Agency Subscriber contract revenues. Allocate the resulting total amount between all Fire Agency Principals based on the **Shared Cost Allocation Calculation**. The total Fire Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal.
2. **For Principal Fire Agencies assigned to Shared Fire Dispatch stations:** Each such Principal is allocated a shared of all Shared Fire Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Fire Agencies with Dedicated Fire Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Fire Dispatch stations for which they have contracted.

- **Shared Cost Allocation Calculation:**

Take the total sum to be allocated and divide it up based on three different factors:

1. 54% of total costs are allocated based on the percentage share of a Principal's Calls for Service as compared to total Calls for Service of all such agencies (police or fire—including Principals and Subscribers). Calls for Service shall be calculated as an annual average based on the most recent 8 calendar quarters (see definition of Call Calculation Period).
2. 23% of costs are allocated based on the percentage share of a Principal's Assessed Value as compared to the total Assessed Value of all such agencies (police or fire, Principals and Subscribers).
3. 23% of costs are allocated based on the percentage share of a Principal's Population Served as compared to the total Population of all such agencies (police or fire, Principals and Subscribers).

Principals who were "SERS Phase II" agencies and have a contract with Snohomish County whereby the Principals remit operations and maintenance expenses for SERS to the County to be passed through to SERS will continue to pay operation and maintenance expense of the Radio System under such existing agreements until such agreements are modified to permit direct payment of these charges, or such until such agreements expire, whichever is first.

DEFINITIONS

Fire Agency or Fire Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing fire and medical services that are Directly Served by Snohomish County 911.

Police Agency or Police Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing police services that are Directly Served by Snohomish County 911.

Cost-Per-Console Total labor costs to staff all police and fire dispatch consoles divided by the number of consoles.

Net Adopted Budget means the budget approved by the Governing Board after action by all individual Principals, applicable in the time period for which the **Assessment** is payable, *less Other Revenues*.

Other Revenues mean revenues received by Snohomish County 911 from sources other than User Fees, E-911 tax revenues and Additional Services, including without limitation Associate Agency fees, other miscellaneous revenues, grants, or awards that may be available from time to time to offset the operating and capital costs of Snohomish County 911.

Administration ~~and Technology, Technology and Wireless Technology~~ Costs include all costs associated with providing the supervision, management, facilities costs, insurance, reserve contributions, etc., of running the public safety dispatch center and technologies including wireless technologies, and all other expenditures in the Net Adopted Budget not included in the definition of Call Taker Costs and Dispatch Costs.

Call Taker Costs include all **labor costs** associated with the prescribed number of operational staff assigned to staff the call taking function.

Police Dispatch Costs include all **labor costs** associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Police Agencies.

Fire Dispatch Costs include all labor costs associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Fire Agencies.

Shared Dispatch Stations are dispatch stations that not dedicated by agreement (as opposed to workload allocation) to serve a single Principal or Subscriber.

Dedicated Dispatch Stations are dispatch stations that are dedicated by agreement to serve a single Principal or Subscriber.

Labor Costs are direct costs of salary and benefits.

E-911 tax revenues mean revenues received by Snohomish County 911 from Snohomish County pursuant to State law.

Calls for Service are defined on Appendix B-1, *provided* that until Snohomish County 911 has been in operation for more than three years, the calculation of the number of **Calls for Service** shall be determined in whole or in part (to the extent necessary to determine the two-year average number of calls for service) based on the number of **Calls for Service** by each **Charged Operation** as reported by the records of the dispatch agency previously serving each **Charged Operation**, and consistent with the definition of **Calls for Service** in **Appendix B-1**.

Charged Operation refers to an individual Principal's fire/EMS agency/operation, being charged under the **Assessment** formula.

The **Call Calculation Period** is defined as the first calendar quarter of the preceding budget year, and the 7 calendar quarters preceding that. (For example, in 2019, the Call Calculation Period be the first quarter of 2018, plus the preceding 7 calendar quarters—all of 2017, and the last three quarters of 2016).

Population Served has the meaning set forth in **Exhibit A**.

Assessed Value is the **Assessed Value** of taxable real property in an individual Principal or Subscriber's or Snohomish County 911 **Service Territory** for the **Charged Operation** (as applicable) for the most recently available tax year, as published by the State Office of Financial Management or Snohomish County Assessor.

"Service Area" means the geographic area of all territory Directly Served by a Principal Police Agency or Fire Agency, with the County's Service Area excluding incorporated areas that are Directly Served by another Police Agency.

Appendix B-1

Definition of “Calls for Service”

The purpose of this Exhibit is to define Calls for Service for purposes of billing/funding calculations.

Snohomish County 911 will bill each Principal based on the User Fee formula, which incorporates consideration of Calls for Service as defined in this Exhibit.

Section 1. Call for Service Defined: Snohomish County 911 defines a Call for Service for workload analysis and User Fee calculation as any request for service or unit initiated activity resulting in creation of a Computer Aided Dispatch System (CAD) incident that requires oversight by or interaction with Snohomish County 911 personnel, with the exception of the following:

- a. Any **mutual aid incident** where another Snohomish County 911 Principal within the same classification (police/fire/medic) is dispatched as the primary responding agency. *For example*, a police department that responds into another police department’s jurisdiction to provide assistance does not constitute a Call for Service charged to the mutual aid responder. However, an incident involving both police and fire/EMS would result in a Call for Service for both classifications. Similarly, any mutual aid request dispatched to a location outside the Snohomish County 911 service area shall not constitute a Call for Service.
- b. Any incident that is a **duplicate** of another Call for Service, or **associated** with another Call for Service. *For example*, multiple calls about a single brush fire incident will result in only one Call for Service for the fire/EMS responder.
- c. Any incident that is **cancelled** by Snohomish County 911 personnel due to an error or similar internal reasons. *This does not include “cleared incidents”*, which are incidents that are cancelled when the requesting party calls back to cancel the response after the incident has been entered into CAD.
- d. Any **informational broadcast** including but not limited to CAD entries type codes of NOTICE, NOTICEP & INFO.
- e. Any **informational incident** used for tracking non police or Fire/EMS activity created by dispatchers solely for the purpose of assisting the dispatcher in tracking such activity, *for example*, utility call-outs.

Section 2: Assignment of CFS: As a general rule, CAD incidents are assigned to a Principal when the incident occurs within its authorized dispatch area (geo-verified location) and service discipline (Police/Fire) with the following exceptions:

- a. **Transit, Fire Marshall, Narcotics Task Force:** these incidents are assigned to the responsible countywide agency regardless of location.

b. **Traffic Stops:** assigned to the initiating agency.

c. **Non-geo verified incidents, in County:** assigned to initiating agency.

If there are significant anomalies in the manner calls have been measured by SNOCOM and SNOPAC, those anomalies shall be adjusted in a manner determined reasonable by the Governing Board (Supermajority Vote item) in order to develop a fair means for determining the number of calls across all agencies.

EXHIBIT C

Principals and Associate Agencies of Snohomish County 911

PRINCIPALS:

SNOHOMISH COUNTY
CITY OF ARLINGTON
CITY OF BRIER
CITY OF EDMONDS
CITY OF EVERETT
CITY OF LAKE STEVENS
CITY OF LYNNWOOD
CITY OF MARYSVILLE
CITY OF MILL CREEK
CITY OF MONROE
CITY OF MOUNTLAKE TERRACE
CITY OF MUKILTEO
CITY OF WOODWAY
MARYSVILLE FIRE DISTRICT
NORTH COUNTY REGIONAL FIRE AUTHORITY
SNOHOMISH REGIONAL FIRE AND RESCUE
SNOHOMISH COUNTY FIRE DISTRICT NO. 4
SNOHOMISH COUNTY FIRE DISTRICT NO. 5
SNOHOMISH COUNTY FIRE DISTRICT NO. 15
SNOHOMISH COUNTY FIRE DISTRICT NO. 16
SNOHOMISH COUNTY FIRE DISTRICT NO. 17
SNOHOMISH COUNTY FIRE DISTRICT NO. 19
SNOHOMISH COUNTY FIRE DISTRICT NO. 21
SNOHOMISH COUNTY FIRE DISTRICT NO. 22
SNOHOMISH COUNTY FIRE DISTRICT NO. 23
SNOHOMISH COUNTY FIRE DISTRICT NO. 24
SNOHOMISH COUNTY FIRE DISTRICT NO. 25
SNOHOMISH COUNTY FIRE DISTRICT NO. 26
SNOHOMISH COUNTY FIRE DISTRICT NO. 27
SNOHOMISH COUNTY FIRE DISTRICT NO. 28

ASSOCIATE AGENCIES:
CITY OF DARRINGTON
CITY OF GOLD BAR
CITY OF GRANITE FALLS
CITY OF SNOHOMISH
CITY OF STANWOOD
CITY OF SULTAN

Snohomish County 911 - Caucus Appointment Written Statement

Date: April 10, 2024

Attention: Snohomish County 911 Secretary

Caucus Name: Police Caucus 1

No. of Seats: 2

Step 1: Designated Caucus Representatives (who have legislative appointment and meet the qualifications to serve as a Board Member or Alternate):		
Agencies:	Name of Representative:	Present
Unincorporated Snohomish County	Executive Director Ken Klein	
	Senior Policy Advisor Jason Biermann	X
Snohomish County Sheriff's Office	Sheriff Susanna Johnson	X
	Undersheriff Doug Jeske	X

Step 2: Governing Board Member(s) Selected by Caucus:

Name	Agency Representing
Sheriff Susy Johnson	Snohomish County Sheriff
Executive Director Ken Klein	Snohomish County

Step 3: Alternate Board Member(s) Selected (in order of priority to be called upon):

No.	Name	Agency Representing
1	Undersheriff Doug Jeske	Snohomish County Sheriff
2	Senior Policy Advisor Jason Biermann	Snohomish County

Step 4: Voting caucus member names (each Principal Member in Caucus has one equal vote):

Name
Sheriff Susy Johnson
Senior Policy Advisor Jason Biermann

Caucus Appointment – Member Update Form

Date: April 3, 2024

Attention: Snohomish County 911 Secretary

Caucus Name: Principal Police Caucus #2

Designated Caucus Representatives (who have legislative authority to vote at the caucus and meet qualifications to serve as a Board Member or Alternate):

Name	Agency Representing	Name	Agency Representing
Judy Tuohy	Everett		
John DeRousse	Everett		

Governing Board Members Selected:

Name	Term Expiration	Update	Agency Representing
1. John DeRousse	May, 2026	No	Everett
2. Judy Tuohy	May, 2026	No	Everett

Alternate Board Members Selected (in order or priority to be called upon):

Name	Term Expiration	Update	Agency Representing
1. Jeraud Irving	May, 2026	No	Everett
2. Don Schwab	May, 2026	No	Everett

Snohomish County 911 - Caucus Appointment Written Statement

Date: April 9, 2024

Attention: Snohomish County 911 Secretary

Regarding: Police Caucus 3

No. of Seats: 3

Step 1: Designated Caucus Representatives (who have legislative appointment and meet the qualifications to serve as a Board Member or Alternate):

Agencies:	Name of Representative	Present
Edmonds	Assistant Chief Rod Sniffen	X
Edmonds	Councilmember Jenna Nand	
Lake Stevens	Chief Jeff Beazizo	X
Lake Stevens	Mayor Brett Gailey	
Marysville	Mayor Jon Nehring	
Marysville	Deputy Chief Jim Lawless	X

Step 2: Governing Board Member Selected by Caucus:

Name	Agency Representing
Rod Sniffen	Edmonds
Jeffrey Beazizo	Lake Stevens
John Nehring	Marysville

Step 3: Alternate Board Member Selected (in order of priority to be called upon):

Name	Agency Representing
1.	Jim Lawless
2.	Jenna Nand
3.	Brett Gailey

Step 4: Voting caucus member names (each Principal Member in Caucus has one equal vote):

Name
Rod Sniffen
Jeffrey Beazizo
Jim Lawless

Snohomish County 911 - Caucus Appointment Written Statement

Date: April 9, 2024

Attention: Snohomish County 911 Secretary

Regarding: Police Caucus 4

No. of Seats: 3

Step 1: Designated Caucus Representatives (who have legislative appointment and meet the qualifications to serve as a Board Member or Alternate):			
Agencies:	Name of Representative	Present	Voting
Arlington	Police Chief Jonathan Ventura	X	X
Brier	Mayor Dale Kaemingk		
	Councilmember Michael Gallagher		
	Councilmember Martin Krienke		
Lynnwood	Police Chief Cole Langdon	X	X
	Councilmember Julieta Altamirano-Crosby	X	
Mill Creek	Councilmember Vincent Cavaleri		
Monroe	Councilmember Jason Gamble		
	Police Chief Jeffrey Jolley		
Mountlake Terrace	Mayor Kyoko Matsumoto Wright	X	X
Mukilteo	Council President Louis Harris		
	Councilmember Tom Jordal		
	Fire Chief Glen Albright	X	X
Woodway	Councilmember Jim Willett		

Step 2: Governing Board Member(s) Selected by Caucus:

Name	Agency Representing
Julieta Altamirano-Crosby	Lynnwood
Dale Kaemingk	Brier
Jonathan Ventura	Arlington

Step 3: Alternate Board Member(s) Selected (in order of priority to be called upon):

#	Name	Agency Representing
1	Cole Langdon	Lynnwood
2	Jeffrey Jolley	Monroe
3	Pete Caw	Mountlake Terrace

Snohomish County 911 - Caucus Appointment Written Statement

Date: April 10, 2024

Attention: Snohomish County 911 Secretary

Regarding: Fire Caucus 1

No. of Seats: 3

Step 1: Designated Caucus Representatives (who have legislative appointment and meet the qualifications to serve as a Board Member or Alternate):		
Agencies:	Name of Representative	Present
Everett Fire Department	Chief Dave DeMarco	X
Everett Fire Department	Assistant Chief Paul Gagnon	
Snohomish Regional Fire & Rescue	Assistant Chief Ryan Lundquist	X
Snohomish Regional Fire & Rescue	Commissioner Roy Waugh	
South County Fire	Chief Thad Hovis	
South County Fire	Commissioner Michael Fearnough	X

Step 2: Governing Board Member(s) Selected by Caucus:

Name	Agency Representing
Mike Fearnough	South County Fire
Dave DeMarco	Everett Fire
Ryan Lundquist	SRFR

Step 3: Alternate Board Member(s) Selected (in order of priority to be called upon):

No.	Name	Agency Representing
1	Bob Eastman	South County Fire
2	Roy Waugh	SRFR
3	Paul Gagnon	Everett Fire

Step 4: Voting caucus member names (each Principal Member in Caucus has one equal vote):

Name
Chief Dave DeMarco
Assistant Chief Ryan Lundquist
Commissioner Michael Fearnough

Snohomish County 911 - Caucus Appointment Written Statement

Date: April 10, 2024

Attention: Snohomish County 911 Secretary

Regarding: Fire Caucus 2

No. of Seats: 1

Step 1: Designated Caucus Representatives (who have legislative appointment and meet the qualifications to serve as a Board Member or Alternate):		
Agencies:	Name of Representative	Present
Marysville Fire District	Chief Ned Vander Pol	X
Marysville Fire District	Assistant Chief Jeff Cole	
Fire District 4	Chief Don Waller	
Fire District 4	Assistant Chief Thad Frater	
North County RFA	Deputy Chief Dave Kraski	X
North County RFA	Chief John Cermak	

Step 2: Governing Board Member Selected by Caucus:

Name	Agency Representing
Don Waller	Fire District 4

Step 3: Alternate Board Member Selected (in order of priority to be called upon):

Name	Agency Representing
Ned Vander Pol	Marysville Fire District

Step 4: Voting caucus member names (each Principal Member in Caucus has one equal vote):

Name
Chief Ned Vander Pol
Deputy Chief Dave Kraski

Snohomish County 911 - Caucus Appointment Written Statement

Date: April 10, 2024

Attention: Snohomish County 911 Secretary

Regarding: Fire Caucus 3

No. of Seats: 1

Step 1: Designated Caucus Representatives (who have legislative appointment and meet the qualifications to serve as a Board Member or Alternate):		
Agencies:	Name of Representative	Present
Mukilteo Fire	Fire Chief Glen Albright	X
Fire District 5 (Sultan)	Commissioner Steve Fox	
	Chief Seth Johnson	
Fire District 15 (Tulalip Bay)	Chief Ryan Shaughnessy	X
Fire District 16 (Lake Roesiger)	Chief Justin Johnson	
Fire District 17 (Granite Falls)	Chief Jim Haverfield	
Fire District 19 (Silvana)	Chief Keith Strotz	
Fire District 21 (Arlington Heights)		
Fire District 22 (Getchell)	Assistant Chief Jeremy Stocker	
Fire District 24 (Darrington)	Chief Joel Johnson	X
Fire District 25 (Oso)		
Fire District 26/Fire District 28 (Index)	Chief Eric Andrews	X
	Assistant Chief Ernie Walters	
Fire District 27 (Hat Island)		

Step 2: Governing Board Member(s) Selected by Caucus:

Name	Agency Representing
Joel Johnson	Fire District 24 (Darrington)

Step 3: Alternate Board Member(s) Selected (in order of priority to be called upon):

Name	Agency Representing
Glen Albright	Mukilteo Fire

Step 4: Voting caucus member names (each Principal Member in Caucus has one equal vote):

Name	Agency Representing
Fire Chief Glen Albright	Mukilteo Fire
Chief Ryan Shaughnessy	Fire District 15
Chief Joel Johnson	Fire District 24
Chief Eric Andrews	Fire District 26

Action Proposal Form

Date: April 8, 2024

Title: Future Facility Phase 2B GMP (Guaranteed Maximum Price)



Background / Purpose:

At the Jan 2024 Meeting the Board approved a total Future Facility Budget of \$67,850,000 that included a total construction budget of \$44,200,000. Phase 2A GMP was also approved as part of the total construction budget so that work could start while Phase 2B GMP was finalized.

Final bidding has now been completed and Phase 2B GMP amount remains at \$25,898,530 consistent with estimates reported in January. Note; Washington State Sales Tax is paid separately, and is already included in the approved overall project budget.

The majority of Building B demo is complete and Lydig anticipates 14 months of construction with substantial completion in April 2025.

Subtotal - Phase 2B GMP	\$25,898,530
Phase 1A - Preconstruction	\$1,183,518
Phase 1B - Preconstruction	\$5,371,656
Phase 2A GMP	\$10,078,912
Early Work - Generator & Switchgear Procurement	\$1,666,877
Total Estimated Construction Cost	\$44,199,493

Suggested Action/Recommendation:

Authorize execution of Lydig's Phase 2B GMP Amendment in the amount of \$25,898,530 in a form substantially as presented, pending final legal review.

Funding: Future Facility Fund 150

Sep 2023	Oct 2023	Nov/Dec 2023	Jan 2024	Feb 2024	Mar 2024	April 2024
- Phase 1 approved - Design and pre-const. funding - Generator order (lead time)	- High-level budget review - Information Authorization - Board Set Budget Parameters	Scope/Budget Refinement	- Authorize updated project budget - Authorize Phase 2A GMP	- Start demo and structural work - Scope/Budget Refinement	GMP Staff/Legal Review	Authorize Phase 2B GMP

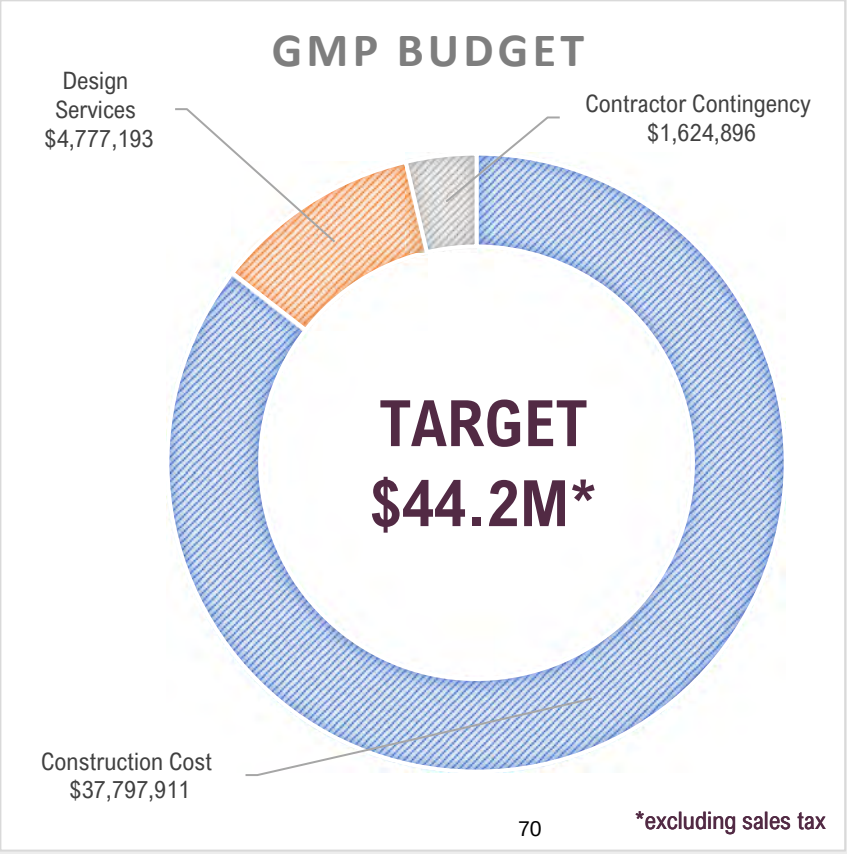
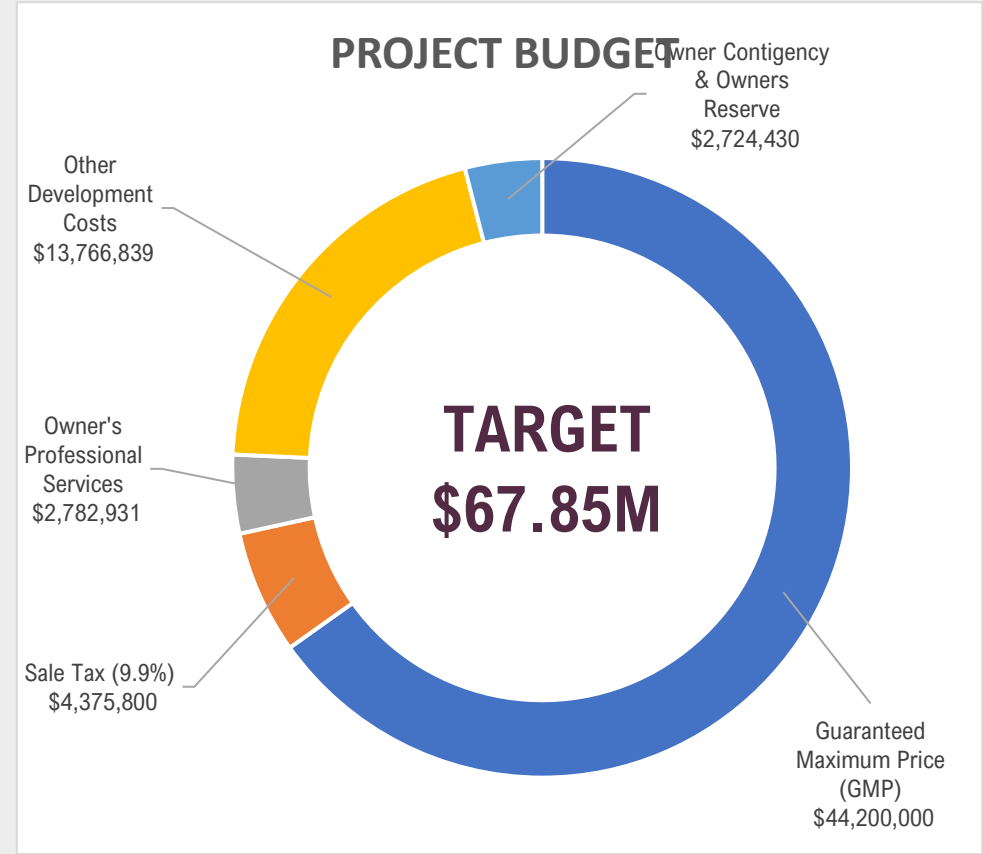
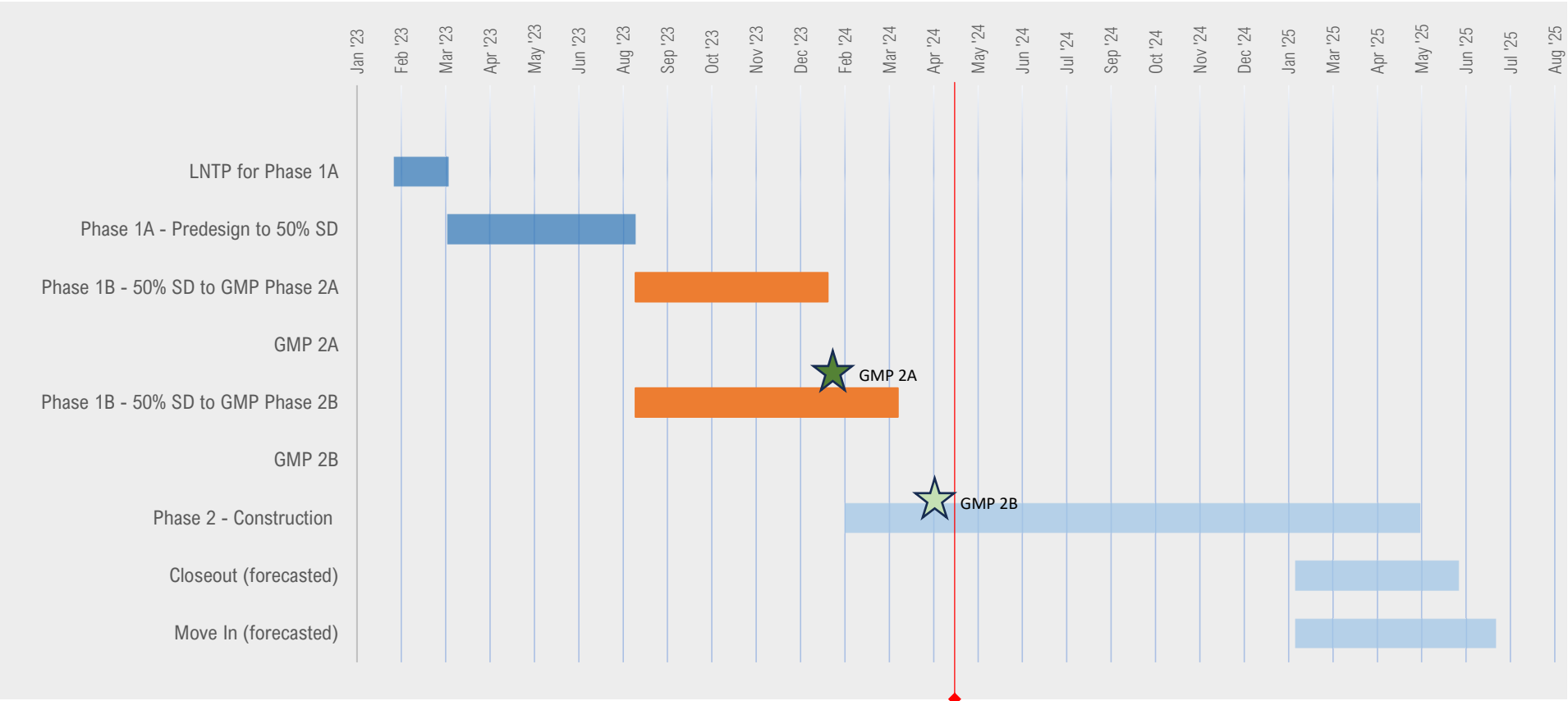


PROJECT STATUS
REPORT Monthly Update | April 2024

Progress Update

- SEPA comment period has ended with zero comment and was sent to the City of Everett for permit finalization.
- Phase 2B GMP is being presented to the board this month.
- Micropiles have been drilled and are currently being installed.
- 80% Design Review happened on 3/27 with a large turn out from all teams including Sno911 teams.
- Demolition on all levels of building B is nearly complete.
- Initial permit review comments from the City of Everett have been received and are currently being incorporated into the drawings.
- 100% Design drawings are scheduled to be complete the first week of May.

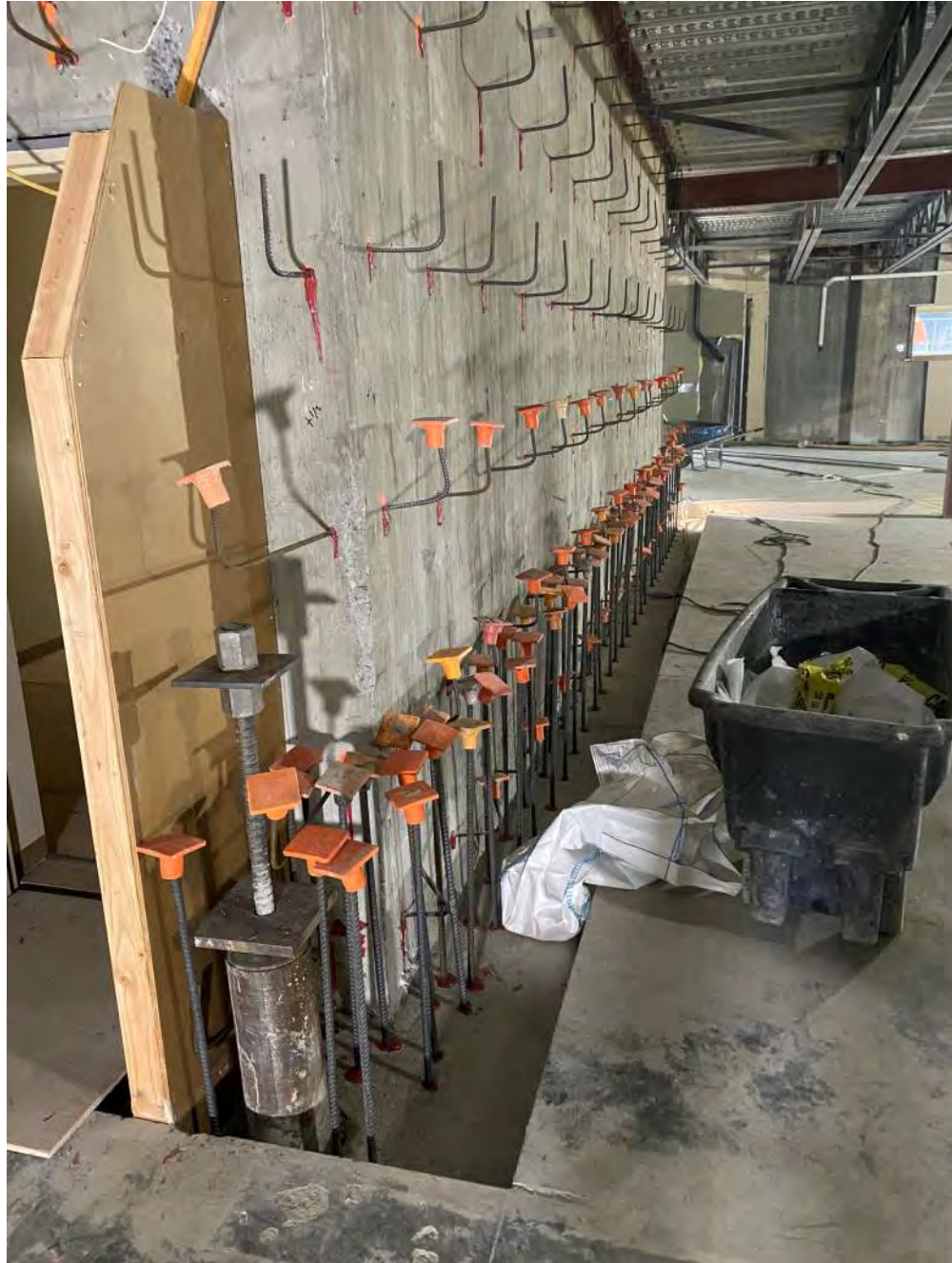
Where are we in the schedule?



Project Spending Summary

Item	Budget	Encumbered	Spent to Date	Remaining
Guaranteed Maximum Price (GMP)	\$44,199,493	\$16,634,086	\$6,304,529	\$37,894,964
Sale Tax (9.9%)	\$4,375,750	\$648,962	\$624,149	\$3,751,601
Owner's Professional Services	\$2,532,931	\$1,024,889	\$727,338	\$1,805,593
Other Development Costs	\$14,016,839	\$10,545,405	\$10,554,804	\$3,462,035
Owner Contingency & Owners Reserve	\$2,724,987	\$0	\$0	\$2,724,987
Totals	\$67,850,000	\$28,853,342	\$18,210,820	\$49,639,180

Spent to date as of April 5, 2024





Snohomish County 911 Emergency Communications Center (ECC) Facility Project

Progressive Design-Build Contract

Phase 2B GMP Amendment

OWNER:

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

DESIGN-BUILDER:

**Lydig Construction, Inc.
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**

The Owner and Design-Builder hereby amend the Progressive Design-Build Contract (the "Contract") dated April 6, 2023 to amend the Guaranteed Maximum Price and other terms and conditions of the Contract. This Guaranteed Maximum Price Amendment ("Phase 2B GMP Amendment") is made as of April 19, 2024.

The Parties previously agreed to a Phase 2A GMP Amendment that established the Guaranteed Maximum Price for Phase 1A at ten million, seventy-eight thousand, nine hundred twelve dollars (\$10,078,912). This Phase 2B GMP Amendment establishes the Guaranteed Maximum Price for both Phase 2A and Phase 2B.

Section A: Guaranteed Maximum Price (Phase 2A and Phase 2B)

A.1 Guaranteed Maximum Price. As agreed by the Owner and Design-Builder, the Contract Price shall not exceed forty-four million, one-hundred ninety-nine thousand, four hundred ninety-

three dollars (\$44,199,493), subject to additions and deductions by Change Order as provided in the Design-Build Documents.

A.2 General Conditions Cap. The Guaranteed Maximum Price includes the General Conditions Cap, which shall not exceed two million one hundred eighty-four thousand seven hundred ninety-seven dollars (\$2,184,797), subject to additions and deductions by Change Order as provided in the Design-Build Documents.

A.3 Contingency. The Guaranteed Maximum Price includes the Design-Builder's Contingency, which shall not exceed one million, four hundred fifty-one thousand, eight hundred eleven dollars (\$1,451,811), subject to additions and deductions by Change Order as provided in the Design-Build Documents, and which was calculated as follows:

	Phase 2A		Phase 2B		Total
Design Contingency	2.00%	\$ 134,958	1.00%	\$ 234,390	\$ 369,348
Escalation (4.5% Annum)	0.50%	\$ 44,664	0.25%	\$ 58,598	\$ 103,262
Contractor Contingency	3.00%	\$ 267,982	3.00%	\$ 711,219	\$ 979,201

A.4 Allowances. Allowances included in the Guaranteed Maximum Price, if any:

1	Signage - Interior and Exterior	\$ 45,000
2	Site Hardening Allowance	\$ 20,000
3	Acoustical wall allowance	\$ 30,000
4a	Canopy Sunshades	\$ 306,602
4b	Steel Supports for Above	\$ 193,115
4c	Building A Screen	\$ 29,610
4d	Masonry Work	\$ 40,000
4e	Misc Flashings	\$ 25,000

A.5 Specifications. The Guaranteed Maximum Price is based upon the following Specifications:

- 60% CD Specifications, March 8, 2024

A.6 Drawings. The Guaranteed Maximum Price is based upon the following Drawings:

- 60% CD Audio-Visual Drawing, April 3, 2024
- 60% CD Telecom Drawing, April 3, 2024
- 60% CD Drawing Set, March 8, 2024
- 100% DD/Permit Set, November 8, 2023
- Building B Demo Permit Set, May 22, 2023

A.7 Phase 2 Proposal. The Guaranteed Maximum Price is based on Design-Builder's Phase 2B Proposal, as agreed to by the Owner, and the scope of Phase 2 Work identified therein. The Phase 2B Proposal is attached as Exhibit A hereto is hereby incorporated and adopted as part of this GMP Amendment.

Section C: Substantial Completion

Pursuant to Section 3.3 of the Contract, the required date of Substantial Completion for all Phase 2 Services (2A and 2B) as established by this Phase 2B GMP Amendment is April 9, 2025.

Section D: Liquidated Damages

Pursuant to Section 6.4 of the Contract, if the Design-Builder fails to achieve Substantial Completion by the required date of Substantial Completion, the Owner will sustain significant damage and loss as a result of such failure. The exact amount of such damages will be difficult to ascertain, therefore, the Owner and the Design-Builder agree as follows:

If the Design-Builder fails to achieve Substantial Completion by the required date of Substantial Completion, and as otherwise required by the Design-Build Documents and as such date may be modified under the terms of the Contract Documents, the Owner shall be entitled to retain or recover from the Design-Builder, as liquidated damages and not as a penalty, one thousand six hundred dollars (\$1,600) per calendar day commencing upon the first day following the required date of Substantial Completion in Section C above and continuing until the actual date that Substantial Completion is achieved.

Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. The liquidated damages shall be Owner's sole and exclusive remedy for delay. In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

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

OWNER:

DESIGN-BUILDER:

(Signature)

(Name of Design-Builder)

(Signature)

(Printed Name)

(Title)

Date: _____

Date: _____

Exhibit A

Design-Builder's Phase 2B Proposal



March 29, 2024

Kurt Mills
Snohomish County 911
1121 SE Everett Mall Way
Everett, WA 98208

Attn: Kurt Mills

RE: **SNO911 – GMP2B**

Kurt,

Lydig Construction, Inc. is pleased to submit the GMP 2B deliverable package for the Snohomish 911 Emergency Call Center project in Everett, Washington for the amount of \$25,898,530, excluding Washington State Sales Tax.

This proposal is for the GMP 2B work as further described below as well as in our detailed budget breakdown. The demolition, building structures, elevator and earthwork were previously included in the GMP 2A proposal.

The GMP 2B contract price breakdown as follows:

i. Construction General Conditions Costs – included in GMP 2A	\$ 0
ii. Design-Builder's Fee	\$ 808,066
iii. The Cost of the Phase 2B Work	\$ 24,711,498
iv. Pass Through Costs (bonds and insurance)	\$ 378,966

We look forward to working alongside Sno911 and the OAC team on this project. Lydig Construction and the entire progressive design build team is honored to be considered as your partner. The GMP 2B Proposal is valid for ninety (90) days.

Feel free to contact us with any questions or concerns.



Sincerely,

A handwritten signature in black ink, appearing to read "Kevin McCarry".

Kevin McCarry
Vice President of Preconstruction

CC:

- Terry Peterson, Sno911
- Bob Heggenes, Lydig Construction
- Nick Smith, Lydig Construction
- Jeremiah Gilliam, Lydig Construction
- Adam Hutschreider, SHKS Architects
- Kelly Holman, SHKS Architects
- Diana Brown, OAC Services
- Casey Mish, OAC Services
- Mony Thach, OAC Services

Attachments:

1. GMP2B Price Summary and Detail
2. Basis of Design Documents
3. GMP 2B Clarifications and Assumptions
4. Allowance Log
5. Alternate / Betterment Log
6. Unit Prices – not applicable
7. Preliminary Training Plan
8. Permits and Approval List
9. MWBE Dashboard Update



SNO911 - GMP2B
SNO911
03/28/2024
Project Area: 66,326 SF

Direct Construction Costs	Cost	Cost/SF
BP-02.01 Interior Bldg A and B demo	\$16,778	\$0.25
BP-02.06 Steel Fab & Erection	\$425,019	\$6.41
BP-02.09 Fire Sprinkler	\$32,761	\$0.49
BP-02.10B Mechanical	\$8,326,417	\$125.54
BP-02.11B Electrical	\$6,478,682	\$97.68
BP-02.12B Earthwork, Utilities & Site Demo	\$185,930	\$2.80
BP-03.01 Masonry	\$98,800	\$1.49
BP-03.02 - Damproofing & Waterproofing	\$25,000	\$0.38
BP-03.03 - Metal Roofing & Siding	\$908,615	\$13.70
BP-03.04 - Membrane Roof	\$158,072	\$2.38
BP-03.05 - Pedestal Pavers	\$69,843	\$1.05
BP-03.06 - Acoustical Ceilings & Sound Absorption	\$354,814	\$5.35
BP-03.07 - Spray Applied Fireproofing	\$147,118	\$2.22
BP-03.08 - HM Frames, Doors, Hardware	\$330,451	\$4.98
BP-03.09 - Security Doors	\$17,000	\$0.26
BP-03.12 - Storefronts, Sunshades, & Glazing	\$708,487	\$10.68
BP-03.13 - Framing & Drywall	\$1,345,082	\$20.28
BP-03.14 - Tiling & Flooring	\$562,984	\$8.49
BP-03.15 - Painting & Coatings	\$339,433	\$5.12
BP-03.17 - Self Perform Package	\$1,251,634	\$18.87
BP-03.17a - Misc. Specialty Items	\$87,873	\$1.32
BP-03.18 - Casework	\$494,582	\$7.46
BP-03.19 - Site Concrete	\$205,041	\$3.09
BP-03.20 - Asphalt Paving & Striping	\$158,684	\$2.39
BP-03.23 - Fencing & Gates	\$692,586	\$10.44
BP-03.24 - Landscaping & Irrigation	\$259,639	\$3.91
BP-2.02 Reinforcing	\$25,967	\$0.39
Subtotal Direct Cost	\$23,707,291	\$357.44

Markups	Cost	Cost/SF
Sub Bonds - Phase 2B	0.00%	\$0 \$0.00
Subtotal - Direct Costs	\$23,707,291	\$357.44
Contingency - Design Phase 2B	1.00%	\$234,390 \$3.53
Escalation @ 4.5%/annum Phase 2B	0.25%	\$58,598 \$0.88
Contingency - Construction	3.00%	\$711,219 \$10.72
Subtotal - w/Contingencies	\$24,711,498	\$372.58
Fee	3.27%	\$808,066 \$12.18
Subtotal - w/Fee	\$25,519,564	\$384.76



SNO911 - GMP2B
SNO911
03/28/2024
Project Area: 66,326 SF

Builder's Risk - By Owner		\$0	\$0.00
GLI	0.81%	\$206,708	\$3.12
Bond	0.68%	\$172,257	\$2.60
Misc Permits - w/Phase 2A GMP		\$0	\$0.00
Subtotal - Phase 2B GMP		\$25,898,530	\$390.47
Phase 1A - Preconstruction		\$1,183,518	\$17.84
Phase 1B - Preconstruction		\$5,371,656	\$80.99
Phase 2A GMP		\$10,078,912	\$151.96
Early Work - Generator & Switchgear Procurement		\$1,666,877	\$25.13
Total Estimated Construction Cost		\$44,199,493	\$666.40



SNO911 - GMP2B
SNO911
03/28/2024
Project Area: 66,326 SF

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-02.01 Interior Bldg A and B demo					
02 40 00 Demolition and Structure Moving					
1 Demolition Sub - Bldg B Bathroom Ceiling Demo & 60% CD Changes	1	LS	\$16,778.00	\$16,778	\$0.25
Subtotal 02 40 00 Demolition and Structure Moving				\$16,778	\$0.25
TOTAL BP-02.01 Interior Bldg A and B demo				\$16,778	\$0.25
BP-02.06 Steel Fab & Erection					
05 10 00 Structural Metal Framing					
2 60% CD Steel Changes	1	LS	\$101,968.00	\$101,968	\$1.54
3 Added Mech Platform	1	LS	\$45,388.80	\$45,389	\$0.68
4 Bond 2.5%	1	LS	\$9,000.00	\$9,000	\$0.14
5 GMP 2A Design Contingency Deduct	1	LS	(\$25,000.00)	(\$25,000)	(\$0.38)
6 Mech Yard and Trash	1	LS	\$100,546.36	\$100,546	\$1.52
7 Steel Sunshades Supports	1	LS	\$193,116.00	\$193,116	\$2.91
Subtotal 05 10 00 Structural Metal Framing				\$425,019	\$6.41
TOTAL BP-02.06 Steel Fab & Erection				\$425,019	\$6.41
BP-02.09 Fire Sprinkler					
21 00 00 Fire-Suppression Systems					
8 Fire Protection Sub - Seismic Upgrades & Relocate Mains for Shotcrete	1	LS	\$32,761.00	\$32,761	\$0.49
Subtotal 21 00 00 Fire-Suppression Systems				\$32,761	\$0.49
TOTAL BP-02.09 Fire Sprinkler				\$32,761	\$0.49
BP-02.10B Mechanical					
23 05 00 Common Work Results for HVAC					
9 Auburn Mechanical - Bond - .65%	1	LS	\$60,000.00	\$60,000	\$0.90
10 Auburn Mechanical - Phase 2B - HVAC & Plumbing	1	LS	\$8,266,417.00	\$8,266,417	\$124.63
Subtotal 23 05 00 Common Work Results for HVAC				\$8,326,417	\$125.54
TOTAL BP-02.10B Mechanical				\$8,326,417	\$125.54
BP-02.11B Electrical					
26 00 00 Electrical					
11 Valley Electric - Bond - Incl w/2A	1	LS	\$0.00	\$0	\$0.00
12 Valley Electric - Pedestrian Push Button Signal	1	LS	\$20,000.00	\$20,000	\$0.30
13 Valley Electric - Phase 2B	1	LS	\$6,458,682.00	\$6,458,682	\$97.38
Subtotal 26 00 00 Electrical				\$6,478,682	\$97.68
TOTAL BP-02.11B Electrical				\$6,478,682	\$97.68



DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-02.12B Earthwork, Utilities & Site Demo					
31 10 00 Site Clearing					
14 Earthwork - 60% Changes, Elec Trenching, Asphalt Base Course, & Existing Bldg B Elevator Ex	1	LS	\$165,930.00	\$165,930	\$2.50
15 Earthwork - Geofoam at Entry Stairs	4,851	CF	\$4.12	\$20,000	\$0.30
Subtotal 31 10 00 Site Clearing				\$185,930	\$2.80
TOTAL BP-02.12B Earthwork, Utilities & Site Demo				\$185,930	\$2.80
BP-03.01 Masonry					
04 20 00 Unit Masonry					
16 Masonry Subcontractor - CMU Veneer (0-76E)	1	LS	\$2,750.00	\$2,750	\$0.04
17 Masonry Subcontractor - CMU Wall East (0-40C) Dumpster & Generator	1	LS	\$30,000.00	\$30,000	\$0.45
18 Masonry Subcontractor - CMU Wall Reinforcement	1,542	SF	\$2.27	\$3,500	\$0.05
19 Masonry Subcontractor - CMU Wall South (0-40C) Mechanical Yard	1	LS	\$22,550.00	\$22,550	\$0.34
20 Masonry Subcontractor - Remove and Reinstall Veneer for BOK Steel	82	EA	\$487.80	\$40,000	\$0.60
Subtotal 04 20 00 Unit Masonry				\$98,800	\$1.49
TOTAL BP-03.01 Masonry				\$98,800	\$1.49
BP-03.02 - Damproofing & Waterproofing					
07 10 00 Dampproofing and Waterproofing					
21 Waterproof Retaining Walls and Elevator Pit	1	LS	\$25,000.00	\$25,000	\$0.38
Subtotal 07 10 00 Dampproofing and Waterproofing				\$25,000	\$0.38
TOTAL BP-03.02 - Damproofing & Waterproofing				\$25,000	\$0.38
BP-03.03 - Metal Roofing & Siding					
05 10 00 Structural Metal Framing					
22 Railing @ 4th Floor Staff Deck	50	LF	\$450.00	\$22,500	\$0.34
Subtotal 05 10 00 Structural Metal Framing				\$22,500	\$0.34
05 50 00 Metal Fabrications					
23 Betterment 1 - L4 Staff Canopy Gutters	779	SF	\$3.06	\$2,380	\$0.04
Subtotal 05 50 00 Metal Fabrications				\$2,380	\$0.04
07 20 00 Thermal Protection					
24 New Exterior Walls - Type "m" Rigid Insulation and Thermal Girts	4,329	SF	\$16.50	\$71,420	\$1.08
25 New Exterior Walls - Weather Barrier	4,329	SF	\$7.21	\$31,200	\$0.47
26 Type "b" Batt Insulation at Staff Lobby	626	SF	\$6.00	\$3,756	\$0.06
27 Type "M" Structural Insulation at F08 Basement	118	SF	\$8.86	\$1,045	\$0.02
28 Type "r" Structural Insulation at F01 Lobbies	992	SF	\$3.50	\$3,472	\$0.05



SNO911 - GMP2B
SNO911
03/28/2024
Project Area: 66,326 SF

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-03.03 - Metal Roofing & Siding [CONTINUED]					
29 Type "s" Spray Foam Insulation under Amenity Deck	600	SF	\$29.56	\$17,736	\$0.27
Subtotal 07 20 00 Thermal Protection				\$128,629	\$1.94
07 40 00 Roofing and Siding Panels					
30 Basement Window Wall Panel Budget	1	LS	\$3,250.00	\$3,250	\$0.05
31 BOK Sunshades and Screens at South Entrance	200	SF	\$130.00	\$26,000	\$0.39
32 BOK Sunshades and Screens at Stairs	102	SF	\$173.09	\$17,655	\$0.27
33 BOK Sunshades and Screens Building B	1,350	SF	\$227.11	\$306,602	\$4.62
34 Canopy BOK Screen	700	SF	\$136.61	\$95,625	\$1.44
35 Mechanical Screen East and West	700	SF	\$118.22	\$82,755	\$1.25
36 Metal Panel Bond 1.25%	1	LS	\$11,414.00	\$11,414	\$0.17
37 Shunshade Building A - A410	243	SF	\$120.00	\$29,160	\$0.44
38 Standing Seam Metal Wall Panel	4,329	SF	\$42.19	\$182,645	\$2.75
39 Standing Seam Metal Wall Panel at Stairs w/ Standing Seam Budget	317	SF	\$0.00	\$0	\$0.00
40 Upsizing Sunshades and Sunscreen at Bulding B - See Betterments	1,050	SF	\$0.00	\$0	\$0.00
Subtotal 07 40 00 Roofing and Siding Panels				\$755,106	\$11.38
TOTAL BP-03.03 - Metal Roofing & Siding				\$908,615	\$13.70
BP-03.04 - Membrane Roof					
07 50 00 Membrane Roofing					
41 Bond 1.25%	1	LS	\$1,952.00	\$1,952	\$0.03
42 New TPO Roofing at Connector	1	LS	\$53,290.00	\$53,290	\$0.80
43 New TPO Roofing at Dispatch Expansion	1	LS	\$25,645.00	\$25,645	\$0.39
44 Patch and Repair Building B Roof	1	LS	\$77,185.00	\$77,185	\$1.16
Subtotal 07 50 00 Membrane Roofing				\$158,072	\$2.38
TOTAL BP-03.04 - Membrane Roof				\$158,072	\$2.38
BP-03.05 - Pedestal Pavers					
07 70 00 Roof and Wall Specialties and Accessories					
45 Bond 1.25%	1	LS	\$863.00	\$863	\$0.01
46 Roof Pedestal Pavers and New Roof @ New Staff Deck	600	SF	\$102.97	\$61,780	\$0.93
47 Roof Pedestal Pavers and New Roof @ New Staff Deck Traffic Coat	600	SF	\$12.00	\$7,200	\$0.11
Subtotal 07 70 00 Roof and Wall Specialties and Accessories				\$69,843	\$1.05
TOTAL BP-03.05 - Pedestal Pavers				\$69,843	\$1.05
BP-03.06 - Acoustical Ceilings & Sound Absorption					
09 50 00 Ceilings					
48 Acoustic Ceiling Tile - C1 2x4	12,862	SF	\$15.26	\$196,305	\$2.96
49 Acoustical - Board Room Sound Absorption at Walls	848	SF	\$11.85	\$10,050	\$0.15
50 Acoustical - Dispatch Sound Absorption at Walls	2,700	SF	\$11.32	\$30,555	\$0.46



DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-03.06 - Acoustical Ceilings & Sound Absorption [CONTINUED]					
51 Acoustical - Sound Absorption - Building A and B - final quantity and scope to be determined	2,767	SF	\$11.85	\$32,793	\$0.49
52 Acoustical Ceilings - Patch & Repair Building A	19,625	SF	\$3.90	\$76,548	\$1.15
53 Acoustical -Sound Absorption Allowance	2,767	SF	\$0.00	\$0	\$0.00
54 ACT - Colored Ceiling Tile	1	LS	\$5,050.00	\$5,050	\$0.08
55 Betterment 11 - Exterior Wood Ceiling - w/ ACT C1 Price	1,606	SF	\$0.00	\$0	\$0.00
56 Betterment 11 - Interior Wood Ceiling - w/ACT C1 Price	1,000	SF	\$0.00	\$0	\$0.00
57 Betterment 12 - Staggard ACT - w/ ACT C1 price	8,000	SF	\$0.00	\$0	\$0.00
58 Bond 1%	1	LS	\$3,513.00	\$3,513	\$0.05
Subtotal 09 50 00 Ceilings				\$354,814	\$5.35
TOTAL BP-03.06 - Acoustical Ceilings & Sound Absorption				\$354,814	\$5.35
BP-03.07 - Spray Applied Fireproofing					
07 80 00 Fire and Smoke Protection					
59 Fireproofing - Patching	650	SF	\$17.00	\$11,050	\$0.17
60 Sprayed Cementitious Fireproofing - Server Room	1,944	SF	\$14.40	\$28,000	\$0.42
Subtotal 07 80 00 Fire and Smoke Protection				\$39,050	\$0.59
09 50 00 Ceilings					
61 Acoustical - Board Room Sound Absorption at Ceiling 2" K13	1,746	SF	\$8.00	\$13,968	\$0.21
62 Acoustical - Break Sound Absorption at Ceiling 2" K13	1,400	SF	\$6.79	\$9,500	\$0.14
63 Acoustical - Dispatch Sound Absorption at Ceiling 2" K-13	10,575	SF	\$8.00	\$84,600	\$1.28
Subtotal 09 50 00 Ceilings				\$108,068	\$1.63
TOTAL BP-03.07 - Spray Applied Fireproofing				\$147,118	\$2.22
BP-03.08 - HM Frames, Doors, Hardware					
08 10 00 Doors and Frames					
64 Added Closures	20	EA	\$500.00	\$10,000	\$0.15
65 Added Panic Hardware	12	EA	\$416.67	\$5,000	\$0.08
66 Electrified Hardware - Key Card, Power Supplies	30	EA	\$666.67	\$20,000	\$0.30
67 Existing Stair Door Security Upgrades	1	EA	\$5,000.00	\$5,000	\$0.08
68 HM and WD Door Handling All Levels	100	EA	\$195.02	\$19,502	\$0.29
69 HM and WD Door Set Clean Up	100	EA	\$39.00	\$3,900	\$0.06
70 HM and WD Door Set Door	100	EA	\$195.02	\$19,502	\$0.29
71 HM and WD Door Set Frames	100	EA	\$195.02	\$19,502	\$0.29
72 HM and WD Door Set Install Hardware	100	EA	\$390.03	\$39,003	\$0.59
73 HM and WD Door Stockpiling, Unloading	100	EA	\$195.02	\$19,502	\$0.29
74 HM and WD Doors/Frame/Hardware - Supply	1	LS	\$169,541.00	\$169,541	\$2.56
Subtotal 08 10 00 Doors and Frames				\$330,451	\$4.98
TOTAL BP-03.08 - HM Frames, Doors, Hardware				\$330,451	\$4.98
BP-03.09 - Security Doors					



SNO911 - GMP2B
SNO911
03/28/2024
Project Area: 66,326 SF

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-03.09 - Security Doors [CONTINUED]					
08 10 00 Doors and Frames					
75 Keycard Hardware	20	EA	\$100.00	\$2,000	\$0.03
Subtotal 08 10 00 Doors and Frames				\$2,000	\$0.03
08 30 00 Specialty Doors and Frames					
76 Access Doors - Rated	10	EA	\$500.00	\$5,000	\$0.08
77 Total Doors at Connector Upcharge	2	EA	\$5,000.00	\$10,000	\$0.15
Subtotal 08 30 00 Specialty Doors and Frames				\$15,000	\$0.23
TOTAL BP-03.09 - Security Doors				\$17,000	\$0.26
BP-03.12 - Storefronts, Sunshades, & Glazing					
08 40 00 Entrances, Storefronts, and Curtain Walls					
78 Ballistic 3M Film Ultra S800 - Building B	1	LS	\$97,642.00	\$97,642	\$1.47
79 Bond - 1.5%	1	LS	\$8,517.00	\$8,517	\$0.13
80 Exterior Storefronts and Doors	1	LS	\$296,918.00	\$296,918	\$4.48
81 GF-02 Film at Basement Windows	273	SF	\$50.00	\$13,650	\$0.21
82 Interior Storefronts and Doors	1	LS	\$208,700.00	\$208,700	\$3.15
83 Privacy Film Conference Room	369	SF	\$50.00	\$18,450	\$0.28
84 Privacy Film Locker Window	102	SF	\$50.00	\$5,100	\$0.08
85 Upgrade Glazing at Board Room	1	LS	\$15,000.00	\$15,000	\$0.23
Subtotal 08 40 00 Entrances, Storefronts, and Curtain Walls				\$663,977	\$10.01
08 60 00 Roof Windows and Skylights					
86 Skylights - Dispatch Floor	240	SF	\$181.08	\$43,460	\$0.66
Subtotal 08 60 00 Roof Windows and Skylights				\$43,460	\$0.66
08 80 00 Glazing					
87 Glass & Glazing - Door Relites (ST-2B.B, ST-2B.2, ST-2B.2)	3	EA	\$350.00	\$1,050	\$0.02
Subtotal 08 80 00 Glazing				\$1,050	\$0.02
TOTAL BP-03.12 - Storefronts, Sunshades, & Glazing				\$708,487	\$10.68
BP-03.13 - Framing & Drywall					
09 20 00 Plaster and Gypsum Board					
88 Acoustical Wall Upgrades Building A Training, Fitness and Respite Rooms	1	LS	\$57,500.00	\$57,500	\$0.87
89 Acoustical Wall Upgrades Building B	1	LS	\$25,000.00	\$25,000	\$0.38
90 Bond 1%	1	LS	\$13,267.00	\$13,267	\$0.20
91 Dispatch Pony Walls for RAF termination	60	LF	\$300.00	\$18,000	\$0.27
92 Framing and Insulation	1	LS	\$1,199,215.00	\$1,199,215	\$18.08
93 FRP-1 Janitor Closets	284	SF	\$25.00	\$7,100	\$0.11
94 Horizontal Fire Rated Shafts in Basement	1	LS	\$25,000.00	\$25,000	\$0.38



SNO911 - GMP2B
SNO911
03/28/2024
Project Area: 66,326 SF

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-03.13 - Framing & Drywall [CONTINUED]					
Subtotal 09 20 00 Plaster and Gypsum Board				\$1,345,082	\$20.28
TOTAL BP-03.13 - Framing & Drywall				\$1,345,082	\$20.28
BP-03.14 - Tiling & Flooring					
09 60 00 Flooring					
95 Basement Floor - Sealed Concrete	5,791	SF	\$2.50	\$14,478	\$0.22
96 Bond 1%	1	LS	\$5,700.00	\$5,700	\$0.09
97 Carpet Tile	1	LS	\$198,560.00	\$198,560	\$2.99
98 Ceramic Floor and Wall Tile	1	LS	\$121,740.00	\$121,740	\$1.84
99 Elevator Lobby - Polished Concrete	881	SF	\$18.00	\$15,858	\$0.24
100 Glue Removal in Basement	1	LS	\$10,000.00	\$10,000	\$0.15
101 Resilient Base	1	LS	\$25,790.00	\$25,790	\$0.39
102 Resilient Flooring and Acoustical Mat	1	LS	\$160,760.00	\$160,760	\$2.42
103 Staff Lobby - Polished Concrete	561	SF	\$18.00	\$10,098	\$0.15
Subtotal 09 60 00 Flooring				\$562,984	\$8.49
TOTAL BP-03.14 - Tiling & Flooring				\$562,984	\$8.49
BP-03.15 - Painting & Coatings					
09 90 00 Painting and Coating					
104 Bond 1%	1	LS	\$3,361.00	\$3,361	\$0.05
105 Painting Subcontractor	1	LS	\$336,072.00	\$336,072	\$5.07
Subtotal 09 90 00 Painting and Coating				\$339,433	\$5.12
TOTAL BP-03.15 - Painting & Coatings				\$339,433	\$5.12
BP-03.17 - Self Perform Package					
02 40 00 Demolition and Structure Moving					
106 Sawcut Concrete for Basement Shafts - Slabs	124	LF	\$50.08	\$6,209	\$0.09
Subtotal 02 40 00 Demolition and Structure Moving				\$6,209	\$0.09
03 20 00 Concrete Reinforcing					
107 Drill & Epoxy Dowels	60	EA	\$31.51	\$1,890	\$0.03
108 Rebar @ SOG #/sf	0	TON	\$2,400.00	\$737	\$0.01
Subtotal 03 20 00 Concrete Reinforcing				\$2,627	\$0.04
03 30 00 Cast-in-Place Concrete					
109 CIP Walls - 8' - 16' - Boom Pump	17	CY	\$65.00	\$1,079	\$0.02
110 CIP Walls - 8' - 16' - Concrete Material w/waste	17	CY	\$180.00	\$2,987	\$0.05
111 CIP Walls - 8' - 16' - Finish TOW	64	LF	\$6.09	\$390	\$0.01
112 CIP Walls - 8' - 16' - Form Straight	1,280	SFCA	\$19.24	\$24,622	\$0.37
113 CIP Walls - 8' - 16' - Layout	640	SF	\$1.22	\$780	\$0.01
114 CIP Walls - 8' - 16' - Patch Tie Holes	1,280	SF	\$1.88	\$2,404	\$0.04



DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-03.17 - Self Perform Package [CONTINUED]					
115 CIP Walls - 8' - 16' - Place	17	CY	\$57.51	\$954	\$0.01
116 CIP Walls - 8' - 16' - Sack Smooth	640	SF	\$3.81	\$2,436	\$0.04
117 CIP Walls - 8' - 16' - Strip Forms	1,280	SFCA	\$3.85	\$4,930	\$0.07
118 Concrete & Steel Layout	1	LS	\$24,376.95	\$24,377	\$0.37
119 Drypack Baseplates - Grout Mtl	1	EA	\$38.50	\$39	\$0.00
120 Drypack Baseplates - Typical	2	EA	\$79.52	\$159	\$0.00
121 Mat Foundations - Concrete Material w/waste	30	CY	\$180.00	\$5,376	\$0.08
122 Mat Foundations - Cure/Seal	576	SF	\$0.31	\$176	\$0.00
123 Mat Foundations - Finish	576	SF	\$1.15	\$665	\$0.01
124 Mat Foundations - Place	30	CY	\$31.95	\$954	\$0.01
125 Mat Foundations - Rebar Dowel Template (LF)	84	LF	\$7.46	\$627	\$0.01
126 Mat Foundations - Screeds - Set	576	SF	\$0.73	\$419	\$0.01
127 Mat Foundations - Strip Edge Forms	136	SF	\$3.51	\$477	\$0.01
128 Mat Foundations (Wood Form) - Edge Form	136	SF	\$11.47	\$1,560	\$0.02
129 Mat Foundations (Wood Form) - Layout	576	SF	\$1.35	\$780	\$0.01
130 Pad Ftgs (Wood Form) - Boom Pump	1	CY	\$250.00	\$374	\$0.01
131 Pad Ftgs (Wood Form) - Concrete Material w/waste	1	CY	\$57.91	\$87	\$0.00
132 Pad Ftgs (Wood Form) - Form	42	SF	\$18.57	\$780	\$0.01
133 Pad Ftgs (Wood Form) - Layout	2	EA	\$97.51	\$195	\$0.00
134 Pad Ftgs (Wood Form) - Place	1	CY	\$212.44	\$318	\$0.00
135 Pad Ftgs (Wood Form) - Strip Forms	42	SF	\$7.57	\$318	\$0.00
136 Piers - Round - Concrete Material w/waste	3	CY	\$180.00	\$544	\$0.01
137 Piers - Round - Embeds Large	12	EA	\$48.75	\$585	\$0.01
138 Piers - Round - Finish Top of Pier	12	EA	\$65.11	\$781	\$0.01
139 Piers - Round - Form	12	EA	\$112.51	\$1,350	\$0.02
140 Piers - Round - Layout	12	EA	\$32.50	\$390	\$0.01
141 Piers - Round - Place	3	CY	\$210.37	\$636	\$0.01
142 Piers - Round - Strip	12	EA	\$66.26	\$795	\$0.01
143 Shotcrete Walls - Blockouts - Install	18	SF	\$708.39	\$12,751	\$0.19
144 Shotcrete Walls - Blockouts - Strip	18	SF	\$260.02	\$4,680	\$0.07
145 SOG - Bulkheads - Strip (per gross sog area)	372	SF	\$0.43	\$159	\$0.00
146 SOG - Bulkheads (per gross sog area)	372	SF	\$0.55	\$206	\$0.00
147 SOG - Concrete Material w/waste	2	CY	\$180.00	\$337	\$0.01
148 SOG - Concrete Material w/waste	14	CY	\$250.00	\$3,617	\$0.05
149 SOG - Finish - Small Pours < 2,500sf	372	SF	\$3.00	\$1,116	\$0.02
150 SOG - Finish - Small Pours < 2,500sf	88	SF	\$12.00	\$1,056	\$0.02
151 SOG - Layout	372	SF	\$0.52	\$195	\$0.00
152 SOG - Line Pump	14	CY	\$49.47	\$716	\$0.01
153 SOG - Line Pump	2	CY	\$258.27	\$557	\$0.01
154 SOG - Place	14	CY	\$43.97	\$636	\$0.01
155 SOG - Place	2	CY	\$254.58	\$477	\$0.01
156 SOG - Rebar Dowel Template	4	LF	\$25.48	\$102	\$0.00
157 SOG - Rigid Insulation Fill	352	CF	\$6.32	\$2,226	\$0.03
158 SOG - Screeds Only (typically by PF sub)	372	SF	\$0.55	\$206	\$0.00
159 SOG - Screeds Only (typically by PF sub)	88	SF	\$1.14	\$100	\$0.00
160 SOG - Vapor Barrier (difficult)	446	SF	\$0.91	\$405	\$0.01
161 SOG - Vapor Barrier (simple)	110	SF	\$1.64	\$181	\$0.00
162 SOG - Vapor Barrier Tape/Accessories	460	SF	\$0.02	\$9	\$0.00
163 SOG - Wet Cure	372	SF	\$0.65	\$241	\$0.00



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DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-03.17 - Self Perform Package [CONTINUED]					
Subtotal 03 30 00 Cast-in-Place Concrete				\$113,318	\$1.71
04 20 00 Unit Masonry					
164 Masonry - Repairs (Windows, Access and Connector)	310	LF	\$90.00	\$27,900	\$0.42
Subtotal 04 20 00 Unit Masonry				\$27,900	\$0.42
05 50 00 Metal Fabrications					
165 Bollard Install	34	EA	\$392.52	\$13,346	\$0.20
166 Connector Roof Ladder w/ Industry	1	LS	\$0.00	\$0	\$0.00
167 Fall Protection Anchors	6	EA	\$1,000.00	\$6,000	\$0.09
168 Galvanized Steel Stair and Ramp Handrail	105	LF	\$100.00	\$10,500	\$0.16
169 Misc Metal Fabrications Install	200	HR	\$97.51	\$19,502	\$0.29
170 Raised Access Floor Ramp Handrail	63	LF	\$399.53	\$25,170	\$0.38
171 Steel Posts for Antennas	1	LS	\$15,000.00	\$15,000	\$0.23
172 Trash Enclosure Gate w/ Industry	50	LF	\$0.00	\$0	\$0.00
173 Upgrade to Stainless Steel	105	LF	\$250.00	\$26,250	\$0.40
Subtotal 05 50 00 Metal Fabrications				\$115,768	\$1.75
06 10 00 Rough Carpentry					
174 Rough Carpentry Building A - Misc. Backing	19,625	SF	\$0.85	\$16,620	\$0.25
175 Rough Carpentry Building B - Misc. Backing	43,370	SF	\$0.80	\$34,681	\$0.52
Subtotal 06 10 00 Rough Carpentry				\$51,301	\$0.77
06 20 00 Finish Carpentry					
176 Finish Carpentry - Window Sills	928	LF	\$10.78	\$10,000	\$0.15
177 Finish Carpentry - Wood Base Bldg A Level 3	450	LF	\$10.00	\$4,500	\$0.07
178 Finish Carpentry - Wood Base Repairs	1	LS	\$3,000.00	\$3,000	\$0.05
Subtotal 06 20 00 Finish Carpentry				\$17,500	\$0.26
07 40 00 Roofing and Siding Panels					
179 Betterment 2 - Building A - Misc Repairs and Flashings	240	SF	\$41.67	\$10,000	\$0.15
180 Betterment 3 - Building B - Misc Repairs and Flashings	4,000	SF	\$6.25	\$25,000	\$0.38
181 Betterment 3 - Layout and Coordination	3,642	SF	\$2.68	\$9,751	\$0.15
182 Betterment 3 - Repair Wall Building B	3,642	SF	\$5.09	\$18,523	\$0.28
Subtotal 07 40 00 Roofing and Siding Panels				\$63,274	\$0.95
07 90 00 Joint Protection					
183 Expansion Joint Cover Assembly per Structural	197	LF	\$339.09	\$66,801	\$1.01
184 Joint Sealants - HM Frames, SOG, Ceilings, Interior Items	1	LS	\$15,000.00	\$15,000	\$0.23
185 Top of Wall Firestopping	1	LS	\$15,000.00	\$15,000	\$0.23
Subtotal 07 90 00 Joint Protection				\$96,801	\$1.46
09 20 00 Plaster and Gypsum Board					
186 Drywall and Transition Patching - walls, soffits, etc	25,568	SF	\$0.98	\$25,000	\$0.38



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DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-03.17 - Self Perform Package [CONTINUED]					
Subtotal 09 20 00 Plaster and Gypsum Board				\$25,000	\$0.38
09 50 00 Ceilings					
187 MEP - Acoustical Sealants	1	LS	\$12,500.00	\$12,500	\$0.19
Subtotal 09 50 00 Ceilings				\$12,500	\$0.19
09 60 00 Flooring					
188 Dispatch - Access Flooring	9,924	SF	\$16.17	\$160,470	\$2.42
189 Dispatch Access Flooring - Electrical Penetrations & Misc	9,924	SF	\$0.50	\$5,000	\$0.08
190 Floor Prep - Connector	3,102	SF	\$1.00	\$3,102	\$0.05
191 Floor Prep and Patching - Building A All Levels	19,625	SF	\$0.50	\$9,813	\$0.15
192 Floor Prep and Patching - Building B All Levels	43,370	SF	\$1.00	\$43,370	\$0.65
Subtotal 09 60 00 Flooring				\$221,755	\$3.34
09 70 00 Wall Finishes					
193 Lobbies Interior Finishes - Base and Wall Paneling	3,102	SF	\$5.00	\$15,510	\$0.23
Subtotal 09 70 00 Wall Finishes				\$15,510	\$0.23
10 10 00 Information Specialties					
194 Fire Extinguishers & Cabinets	20	EA	\$470.02	\$9,400	\$0.14
195 Signage Allowance	1	LS	\$45,000.00	\$45,000	\$0.68
Subtotal 10 10 00 Information Specialties				\$54,400	\$0.82
10 20 00 Interior Specialties					
196 Walls & Corner Guards	120	EA	\$83.75	\$10,050	\$0.15
Subtotal 10 20 00 Interior Specialties				\$10,050	\$0.15
10 40 00 Safety Specialties					
197 Grab Bars	12	EA	\$195.02	\$2,340	\$0.04
198 Mirrors	28	EA	\$111.44	\$3,120	\$0.05
199 Misc Specialties	1	ALLW	\$7,500.00	\$7,500	\$0.11
200 Paper Towel Dispensers	12	EA	\$195.02	\$2,340	\$0.04
201 Shower Accessories	2	EA	\$585.05	\$1,170	\$0.02
202 Soap Dispensers	21	EA	\$111.44	\$2,340	\$0.04
203 Toilet and Bath Accessories Supply	1	LS	\$26,000.00	\$26,000	\$0.39
204 Toilet Paper Dispenser	34	EA	\$80.30	\$2,730	\$0.04
205 Toilet Partitions	39	EA	\$2,046.15	\$79,800	\$1.20
206 Toilet Seat Cover Dispensers	34	EA	\$80.30	\$2,730	\$0.04
Subtotal 10 40 00 Safety Specialties				\$130,071	\$1.96
10 50 00 Storage Specialties					
207 Knox Box	1	EA	\$2,390.03	\$2,390	\$0.04
Subtotal 10 50 00 Storage Specialties				\$2,390	\$0.04



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DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-03.17 - Self Perform Package [CONTINUED]					
10 70 00 Exterior Specialties					
208 Flagpoles - 40'	1	EA	\$23,120.25	\$23,120	\$0.35
Subtotal 10 70 00 Exterior Specialties				\$23,120	\$0.35
11 00 00 Equipment					
209 Server Hot Cold Containment	2	EA	\$24,840.19	\$49,680	\$0.75
Subtotal 11 00 00 Equipment				\$49,680	\$0.75
12 20 00 Window Treatments					
210 Interior Windows & Relites A Manual - Existing	1,585	SF	\$0.00	\$0	\$0.00
211 Interior Windows & Relites B Manual	1,318	SF	\$10.00	\$13,180	\$0.20
212 Roller Shade - Exterior Windows - Dispatch	1,228	SF	\$25.00	\$30,700	\$0.46
213 Window Blinds - Exterior Windows - Building B Manual	2,602	SF	\$10.00	\$26,020	\$0.39
214 Window Blinds - Exterior Windows Building A - Existing	1,723	SF	\$0.00	\$0	\$0.00
Subtotal 12 20 00 Window Treatments				\$69,900	\$1.05
31 20 00 Earth Moving					
215 Export Fill for Basement Telecom (Hand)-	40	BCY	\$252.68	\$10,107	\$0.15
216 Import Fill for Basement Telecom (Hand)	30	BCY	\$252.20	\$7,566	\$0.11
217 Slab Excavation for Basement Telecom - (Hand)	40	BCY	\$249.90	\$9,996	\$0.15
218 Under Slab Base Course - Capillary Break	3	TON	\$45.00	\$155	\$0.00
Subtotal 31 20 00 Earth Moving				\$27,824	\$0.42
32 10 00 Bases, Ballasts, and Paving					
219 Flagger @ Street Improvements	9	WKS	\$3,047.98	\$27,432	\$0.41
Subtotal 32 10 00 Bases, Ballasts, and Paving				\$27,432	\$0.41
32 30 00 Site Improvements					
220 ADA Parking Signage	3	EA	\$1,695.02	\$5,085	\$0.08
221 Bollard Supply	1	LS	\$35,150.00	\$35,150	\$0.53
222 Cont Ftgs - CMU Walls - Finish TOF	108	LF	\$2.98	\$321	\$0.00
223 Cont Ftgs (Wood Form) - Layout	55	LF	\$3.55	\$195	\$0.00
224 Cont Ftgs @ CMU Walls - Boom Pump	33	CY	\$50.52	\$1,667	\$0.03
225 Cont Ftgs @ CMU Walls - Concrete Material w/waste	33	CY	\$166.68	\$5,501	\$0.08
226 Cont Ftgs @ CMU Walls - Form Straight	224	SF	\$13.93	\$3,120	\$0.05
227 Cont Ftgs @ CMU Walls - Place	33	CY	\$38.55	\$1,272	\$0.02
228 Cont Ftgs @ CMU Walls - Rebar Dowel Template (LF)	54	LF	\$7.72	\$417	\$0.01
229 Cont Ftgs @ CMU Walls - Strip Forms	224	SF	\$4.26	\$954	\$0.01
230 Fire Lane Bollards	3	EA	\$9,540.08	\$28,620	\$0.43
231 Site Furnishings Misc	1	LS	\$5,000.00	\$5,000	\$0.08
Subtotal 32 30 00 Site Improvements				\$87,303	\$1.32
TOTAL BP-03.17 - Self Perform Package				\$1,251,634	\$18.87

BP-03.17a - Misc. Specialty Items



DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-03.17a - Misc. Specialty Items [CONTINUED]					
10 10 00 Information Specialties					
232 Marker Boards - OFCI	20	EA	\$195.02	\$3,900	\$0.06
Subtotal 10 10 00 Information Specialties				\$3,900	\$0.06
10 50 00 Storage Specialties					
233 Locker Benches	2	EA	\$852.00	\$1,704	\$0.03
234 Lockers - Double Tier	35	EA	\$950.00	\$33,250	\$0.50
235 Mailbox	1	EA	\$2,390.03	\$2,390	\$0.04
Subtotal 10 50 00 Storage Specialties				\$37,344	\$0.56
11 30 00 Residential Equipment					
236 Check Printer OFOI	4	EA	\$0.00	\$0	\$0.00
237 CM-1 Airport Coffee Makers OFCI	4	EA	\$390.03	\$1,560	\$0.02
238 CM-2 Airport Coffee Makers OFCI	1	EA	\$312.37	\$312	\$0.00
239 CM-3 Keurig Coffee Machine OFCI	1	EA	\$78.09	\$78	\$0.00
240 CM-4 Automated Espresso Machine OFCI	1	EA	\$156.19	\$156	\$0.00
241 DW-1 Dishwasher OFCI	1	EA	\$312.37	\$312	\$0.00
242 EH-1 Exhaust Hood OFCI	1	EA	\$3,312.37	\$3,312	\$0.05
243 Fax Machine - Desktop OFOI	1	EA	\$0.00	\$0	\$0.00
244 IM-1 Ice Maker with Water Dispenser OFCI	3	EA	\$195.02	\$585	\$0.01
245 MC-1 Microwave OFCI	5	EA	\$156.19	\$781	\$0.01
246 OV-1 Wall Ovens OFCI	1	EA	\$312.38	\$312	\$0.00
247 OV-2 Cooktop/Induction OFCI	1	EA	\$312.37	\$312	\$0.00
248 PL-1 Plotter OFOI	1	EA	\$0.00	\$0	\$0.00
249 PR-1 Printer / Copier OFOI	5	EA	\$0.00	\$0	\$0.00
250 PR-2 Printer / Copier OFOI	3	EA	\$0.00	\$0	\$0.00
251 PR-3 Printer / Copier OFOI	3	EA	\$0.00	\$0	\$0.00
252 PR-4 Printer / Copier OFOI	1	EA	\$0.00	\$0	\$0.00
253 PR-5 Printer OFOI	1	EA	\$0.00	\$0	\$0.00
254 PR-7 Printer OFOI	1	EA	\$0.00	\$0	\$0.00
255 RF-1 Refrigerator OFCI	1	EA	\$312.37	\$312	\$0.00
256 RF-2 Refrigerator OFCI	2	EA	\$234.28	\$469	\$0.01
257 RF-3 Industrial Entitlements OFCI	1	EA	\$312.37	\$312	\$0.00
258 TVs at Building A Level 2 OFCI	9	EA	\$356.19	\$3,206	\$0.05
259 TVs at Building A Level 3 OFCI	5	EA	\$434.28	\$2,171	\$0.03
260 TVs at Building B Break Floor OFCI	2	EA	\$434.28	\$869	\$0.01
261 TVs at Dispatch Floor OFCI	12	EA	\$434.28	\$5,211	\$0.08
262 WD-1 Hot & Cold Water Dispenser OFCI	4	EA	\$312.37	\$1,249	\$0.02
263 WD-2 Hot & Cold Water Dispenser OFCI	1	EA	\$156.19	\$156	\$0.00
Subtotal 11 30 00 Residential Equipment				\$21,678	\$0.33
12 46 00 Furnishing Accessories					
264 Exterior Benches	3	EA	\$2,695.02	\$8,085	\$0.12
265 Exterior Bike Racks	6	EA	\$630.01	\$3,780	\$0.06
266 Interior Bike Rack	8	EA	\$798.75	\$6,390	\$0.10
267 Picnic Table	1	EA	\$6,695.02	\$6,695	\$0.10



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DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
BP-03.17a - Misc. Specialty Items [CONTINUED]					
Subtotal 12 46 00 Furnishing Accessories				\$24,950	\$0.38
TOTAL BP-03.17a - Misc. Specialty Items				\$87,873	\$1.32
BP-03.18 - Casework					
12 30 00 Casework					
268 Bond 2.77%	1	LS	\$14,255.00	\$14,255	\$0.21
269 Chair Corral Steel - Dispatch	1	TON	\$12,000.00	\$12,000	\$0.18
270 Nook Seating Cushions - OFOI	1	LS	\$0.00	\$0	\$0.00
271 PLAM Casework and Solid Surface Countertops	1	LS	\$415,534.00	\$415,534	\$6.27
272 Veneer - B-105, 108, B202, B17, Break Room Floor, A-277 and A-228	1	LS	\$18,143.00	\$18,143	\$0.27
273 Wood Sills for New Windows	928	LF	\$37.34	\$34,650	\$0.52
Subtotal 12 30 00 Casework				\$494,582	\$7.46
TOTAL BP-03.18 - Casework				\$494,582	\$7.46
BP-03.19 - Site Concrete					
32 10 00 Bases, Ballasts, and Paving					
274 ADA Ramp 4"	264	SF	\$12.22	\$3,226	\$0.05
275 CIP Concrete Entry Stairs	693	SF	\$37.52	\$26,000	\$0.39
276 CIP Concrete Knee Wall For Gate Track	11	LF	\$250.00	\$2,750	\$0.04
277 Concrete Drip Edge	217	LF	\$20.00	\$4,340	\$0.07
278 Concrete Drive Approach 6"	532	SF	\$13.98	\$7,437	\$0.11
279 Concrete Fire Lane Paving 6"	428	SF	\$15.69	\$6,715	\$0.10
280 Concrete Sidewalk 4"	1,429	SF	\$12.22	\$17,462	\$0.26
281 Concrete Sidewalk 4Thickened Edge	170	LF	\$39.37	\$6,693	\$0.10
282 Curb and Gutter - SIP	269	LF	\$36.69	\$9,870	\$0.15
283 Gate Tracks Concrete	115	LF	\$50.00	\$5,750	\$0.09
284 Generator Foundation	600	SF	\$20.00	\$12,000	\$0.18
285 House Keeping Pads	1,200	SF	\$15.00	\$18,000	\$0.27
286 Sidewalk Ramp Type B & D	3	EA	\$1,967.00	\$5,901	\$0.09
287 Standard Concrete Paving 6"	4,700	SF	\$14.07	\$66,129	\$1.00
288 Truncated Domes	231	SF	\$55.27	\$12,767	\$0.19
Subtotal 32 10 00 Bases, Ballasts, and Paving				\$205,041	\$3.09
TOTAL BP-03.19 - Site Concrete				\$205,041	\$3.09
BP-03.20 - Asphalt Paving & Striping					
32 10 00 Bases, Ballasts, and Paving					
289 Asphalt Patching and Repairs	1	LS	\$15,000.00	\$15,000	\$0.23
290 Asphalt Repair - Street	1,577	SF	\$12.00	\$18,924	\$0.29
291 Extruded Curb	940	LF	\$30.00	\$28,200	\$0.43
292 Fire Lane Asphalt Paving 4"	9,700	SF	\$6.00	\$58,200	\$0.88
293 Grind and Overlay 1" Asphalt	1,850	SF	\$10.00	\$18,500	\$0.28
294 Parking Lot Striping	1	LS	\$10,000.00	\$10,000	\$0.15



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BP-03.20 - Asphalt Paving & Striping [CONTINUED]					
295 Paving at Gates Loop Detectors	230	SF	\$7.00	\$1,610	\$0.02
296 Standard Asphalt Paving 3"	1,500	SF	\$5.50	\$8,250	\$0.12
Subtotal 32 10 00 Bases, Ballasts, and Paving				\$158,684	\$2.39
TOTAL BP-03.20 - Asphalt Paving & Striping				\$158,684	\$2.39
BP-03.23 - Fencing & Gates					
32 30 00 Site Improvements					
297 Bond 3%	1	LS	\$19,736.00	\$19,736	\$0.30
298 Existing Fencing Demo & Site Repairs	1	LS	\$15,000.00	\$15,000	\$0.23
299 Fencing and Gates	1	LS	\$657,850.00	\$657,850	\$9.92
Subtotal 32 30 00 Site Improvements				\$692,586	\$10.44
TOTAL BP-03.23 - Fencing & Gates				\$692,586	\$10.44
BP-03.24 - Landscaping & Irrigation					
32 10 00 Bases, Ballasts, and Paving					
300 Reinforced Turf Pavement (Fire Lane)	1,204	SF	\$19.93	\$24,000	\$0.36
Subtotal 32 10 00 Bases, Ballasts, and Paving				\$24,000	\$0.36
32 90 00 Planting					
301 Crushed Rock at Mech Yard	1,740	SF	\$7.00	\$12,180	\$0.18
302 Design Build Irrigation	19,071	SF	\$2.34	\$44,700	\$0.67
303 Landscaping NE Side	1	ALLW	\$20,000.00	\$20,000	\$0.30
304 Landscaping, Plantings and Trees	19,071	SF	\$4.64	\$88,569	\$1.34
305 Relocate Boulders	6	EA	\$700.00	\$4,200	\$0.06
306 Repair Existing Irrigation	1	ALLW	\$15,000.00	\$15,000	\$0.23
307 Repair Existing Landscape at East Fence	1	ALLW	\$5,000.00	\$5,000	\$0.08
308 Site Hardening Allowance	1	LS	\$20,000.00	\$20,000	\$0.30
309 Stream Bed with Boulders	19,071	SF	\$0.58	\$10,990	\$0.17
310 Weeding and Mulch of Existing Beds	1	ALLW	\$15,000.00	\$15,000	\$0.23
Subtotal 32 90 00 Planting				\$235,639	\$3.55
TOTAL BP-03.24 - Landscaping & Irrigation				\$259,639	\$3.91
BP-2.02 Reinforcing					
03 20 00 Concrete Reinforcing					
311 Reinforcing Supplier/Sub - Site Rebar	1	LS	\$25,967.39	\$25,967	\$0.39
Subtotal 03 20 00 Concrete Reinforcing				\$25,967	\$0.39
TOTAL BP-2.02 Reinforcing				\$25,967	\$0.39
Subtotal Direct Cost				\$23,707,291	\$357.44



SNO911 - GMP2B
SNO911
03/28/2024
Project Area: 66,326 SF

Total Estimated Construction Cost	\$44,199,493	\$666.39
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PROJECT: SNO911
JOB NO: 30162
REV NO: 1
DATE: 26-Mar



GMP PLAN AND RESULTS

RELEASE NO	TRADE PKG NO	PACKAGE NAME	DESCRIPTION	Lydig Team Lead	2/26/2024 BUDGET \$	BID RESULTS							
						PHASE 1A VALUE	PHASE 1B VALUE	Early Work VALUE	PHASE 2A VALUE	PHASE 2B VALUE	VARIANCE \$	LOW RESP BIDDER	SMALL / MINORITY OWNED BUSINESS
PHASE 1													
1	1A	Phase 1A Validation	Validation Phase	BH	\$ 1,183,518	\$ 1,183,518					\$ -	Lydig, SHKS	
1	1B	Phase 1B Design and Preconstruction	Design and Preconstruction Services	BH	\$ 5,371,656		\$ 5,371,656				\$ -	Lydig, SHKS	
EARLY WORK PACKAGE 1 ABOVE HERE													
Early Work Package													
1	1.01	Electrical Generator and Switchgear	Generator and Switchgear Procurement - Early Work Package	BH	\$ 1,666,877			\$ 1,666,877			\$ -	Valley Electric	No
1											\$ -		
EARLY WORK PACKAGE 1 ABOVE HERE													
GMP #2A													
2	2.01	Building Demo	Interior Bldg A and B demo	NS + TL	\$ 930,030				\$ 746,105		\$ (183,926)	Net Compliance	Yes
2	2.02	Concrete Reinforcing	Reinforcing	SK	\$ 94,122				\$ 170,064		\$ 75,942	CMC Reinforcing	No
2	2.03	Concrete Finishing	Concrete Finishing	SK	\$ 14,224				\$ 32,286		\$ 18,062	Conco	No
2	2.04	CIP Concrete	CIP Concrete	SK	\$ 669,278				\$ 563,049		\$ (106,229)	Lydig	No
2	2.05	Shotcrete	Shotcrete	KD	\$ 235,730				\$ 218,474		\$ (17,256)	Conco	No
2	2.06	Steel Fabrication and Installation	Structural steel, brace frames, supports, etc	KD	\$ 946,082				\$ 960,863		\$ 14,781	Industry Erectors	Yes
2	2.07	Decking Supply	Steel decking supply	KD	\$ 84,885				\$ 43,750		\$ (41,135)	SEI	No
2	2.08	Elevator	Install new Bldg B Elevator	NS	\$ 332,195				\$ 377,850		\$ 45,655	ThyssenKrupp	No
2	2.09	Fire Sprinkler	Fire Protection	BH	\$ 401,936				\$ 404,280		\$ 2,344	Shinn Mechanical	No
2	2.10	MECH - Early Release	Mechanical - demo, coordination, procurement	BH	\$ 900,000				\$ 862,326		\$ (37,674)	Auburn Mechanical	Yes
2	2.11	ELECT - Early Release	Electrical - demo, coordination, procurement	BH	\$ 999,150				\$ 1,003,545		\$ 4,395	Valley Electric	No
2	2.12	Earthwork, Utilities and Site Demo	Sitework	SK	\$ 934,377				\$ 1,086,894		\$ 152,517	Continental Dirt	No
2	2.13	Shoring	Shoring	NS	\$ 130,865				\$ 205,500		\$ 74,635	Kulchin	No
2	2.14	Structural Rough Carpentry	Rough Carpentry	KD	\$ 44,675				\$ 72,937		\$ 28,261	Lydig	No
2	2.15										\$ -		
ENTER WORK PACKAGE GMP #2A ABOVE HERE													
					2/26/2024 Budget								
GMP #2B with Approved Betterments													
3	2.01	Building Demo	Existing bathroom ceiling demo		\$ -					\$ 16,778	\$ (16,778)	Net Compliance	Yes
2	2.02	Concrete Reinforcing	Site concrete rebar, masonry rebar		\$ -					\$ 25,967	\$ (25,967)	CMC Reinforcing	No
3	2.06	Steel Fabrication and Installation	Sunscreen and sunshade support steel, handrails, mechanical and trash area gates, radio platform		\$ -					\$ 425,019	\$ (425,019)	Industry Erectors	Yes
3	2.09	Fire Sprinkler	Fire Protection		\$ -					\$ 32,761	\$ (32,761)	Shinn Mechanical	No
3	2.10	Mechanical	Complete Mechanical Scope (less early release and 2A		\$ 8,353,134					\$ 8,326,417	\$ (26,717)	Auburn Mechanical	Yes
3	2.11	Electrical	Complete Electrical Scope (less early release and 2A		\$ 6,291,654					\$ 6,478,682	\$ 187,028	Valley Electric	No
3	2.12	Earthwork, Utilities and Site Demo	Site electrical utility trenching and entry stair work		\$ 153,330					\$ 185,930	\$ 32,600	Continental Dirt	No
3	3.01	Masonry	Dumpster and Mech Yard CMU, sunshade support masonry work		\$ 98,095					\$ 98,800	\$ 705	R&D Masonry	No
3	3.02	Dampproofing/Waterproofing	Retaining walls and elevator pit		\$ 68,925					\$ 25,000	\$ (43,925)	Inland Waterproofing	Yes
3	3.03	Metal Roofing and Siding	Exterior insulation, metal panels, sunshades, mech yard screens, staff deck canopy		\$ 909,070					\$ 908,615	\$ (455)	Axiom CC	No
3	3.04	Membrane Roof	New roof at connector and dispatch, misc patching at Bldg B		\$ 148,280					\$ 158,072	\$ 9,792	Axiom/Division 7	No
3	3.05	Pedestal Pavers	Staff deck canopy pavers		\$ 27,000					\$ 69,843	\$ 42,843	Axiom CC	No
3	3.06	Acoustical Ceilings & Sound Absorption	Acoustical ceilings, staggered ceilings, sound wall panels and wood ceilings		\$ 497,587					\$ 354,814	\$ (142,773)	Mehrer	No
3	3.07	Spray Applied Fireproofing	Server room fireproofing, acoustical spray at board room, break room and dispatch		\$ 182,520					\$ 147,118	\$ (35,402)	Norkote	No
3	3.08	Doors, Frames and Hardware	Supply and install HM doors, frames and hardware		\$ 516,996					\$ 330,451	\$ (186,545)	Cascade	No
3	3.09	Security Doors	Access doors, connector rated doors		\$ 22,900					\$ 17,000	\$ (5,900)	TBD	TBD
3	3.12	Storefronts, Skylights and Glazing	Storefronts, glazing, skylights, 3M ballistic film		\$ 653,363					\$ 708,487	\$ 55,124	Sargent	No
3	3.13	Framing and Drywall	Metal studs, acoustical insulation, drywall, ballistic rated at dispatch, acoustical upgrades		\$ 1,445,344					\$ 1,345,082	\$ (100,262)	Vanderlip	No
3	3.14	Tiling and Flooring	Carpet, Bathroom tile, sealed concrete, linoleum flooring		\$ 433,424					\$ 562,984	\$ 129,560	Rubenstein's	No
3	3.15	Painting and Coatings	Interior and exterior painting		\$ 483,659					\$ 339,433	\$ (144,226)	Mehrer	No
3	3.17	Self Perform Package	Rough carpentry, signage, misc specialties, lockers & benches, entry stairs, roller shades, and site furnishings		\$ 1,205,858					\$ 1,339,507	\$ 133,649	LCI	No
3	3.18	Casework	Casework, cabinets and countertops		\$ 258,750					\$ 494,582	\$ 235,832	Northwest Woodworks	No
3	3.19	Site Concrete	Sidewalks, vertical curbs		\$ 208,870					\$ 205,041	\$ (3,829)	Caliber	Yes
3	3.20	Asphalt Paving	Asphalt patching		\$ 71,998					\$ 158,684	\$ 86,686	TBD	TBD
3	3.23	Fencing and Gates	Security fencing, automatic gates and pedestrian gates		\$ 797,850					\$ 692,586	\$ (105,265)	Secure A Site	No
3	3.24	Landscaping and Irrigation	Fire lane pavers, new landscaping and irrigation		\$ 213,786					\$ 259,639	\$ 45,853	Northfork	No
3											\$ -		
ENTER WORK PACKAGE GMP #2B ABOVE HERE													

	BUDGET VALUE	PHASE 1A VALUE	PHASE 1B VALUE	Early Work VALUE	PHASE 2A VALUE	PHASE 2B VALUE	VARIANCE \$	PROJECT TOTALS
DIRECT COST TOTAL:	\$ 38,012,366	\$ 1,183,518	\$ 5,371,656	\$ 1,666,877	\$ 6,747,922	\$ 23,707,291	\$ 664,898	38,677,264
GENERAL CONDITIONS:	\$ 2,184,797	\$ -	\$ -	\$ -	\$ 2,184,797	\$ -	\$ -	-
SUB BONDS	\$ 169,705	\$ -	\$ -	\$ -	Incl Above	Incl Above	\$ (169,705)	169,705
SUBTOTAL:	\$ 40,366,868	\$ 1,183,518	\$ 5,371,656	\$ 1,666,877	\$ 8,932,719	\$ 23,707,291	\$ 495,193	40,862,061
BUILDERS' RISK	\$ 233,000	\$ -	\$ -	\$ -	\$ 233,000	\$ -	\$ -	233,000



RELEASE NO	TRADE PKG NO	PACKAGE NAME	DESCRIPTION	Lydig Team Lead	2/26/2024 BUDGET \$	BID RESULTS								SMALL / MINORITY OWNED BUSINESS
						PHASE 1A VALUE	PHASE 1B VALUE	Early Work VALUE	PHASE 2A VALUE	PHASE 2B VALUE	VARIANCE \$	LOW RESP BIDDER		
			GLI %	0.81%	\$ 286,744	\$ -	\$ -	\$ 78,465	\$ 206,708	\$ (1,571)		285,173		
			BOND %	0.68%	\$ 238,954	\$ -	\$ -	\$ 65,388	\$ 172,257	\$ (1,309)		237,645		
			MISC. PERMITS		\$ 15,000	\$ -	\$ -	\$ 15,000	\$ -	\$ -		15,000		
			SUBTOTAL:	\$	41,140,566	\$ 1,183,518	\$ 5,371,656	\$ 1,666,877	\$ 9,324,572	\$ 24,086,257	\$ 492,313	41,632,879		
		PHASE 2A - DESIGN CONTINGENCY	2.00%	\$ 134,958	\$ -	\$ -	\$ 134,958	\$ -	\$ 0	\$		134,958		
		PHASE 2A - DB ESCALATION:	0.50%	\$ 44,664	\$ -	\$ -	\$ 44,664	\$ -	\$ (0)	\$		44,664		
		PHASE 2B - DESIGN CONTINGENCY	1.00%	\$ 429,975	\$ -	\$ -	\$ -	\$ 234,390	\$ (195,585)	\$		234,390		
		PHASE 2B - DB ESCALATION:	0.25%	\$ 364,550	\$ -	\$ -	\$ -	\$ 58,598	\$ (305,952)	\$		58,598		
		CONSTRUCTION CONTINGENCY	3.00%	\$ 964,344	\$ -	\$ -	\$ 267,982	\$ 711,219	\$ 14,856	\$		979,200		
		SUBTOTAL:	\$	43,079,057	\$ 1,183,518	\$ 5,371,656	\$ 1,666,877	\$ 9,772,175	\$ 25,090,464	\$ 5,633		43,084,690		
		DB FEE %:	3.27%	\$ 1,120,943	\$ -	\$ -	\$ -	\$ 306,737	\$ 808,066	\$ (6,140)	\$	1,114,803		
		SUBTOTAL:	\$	44,200,000	\$ 1,183,518	\$ 5,371,656	\$ 1,666,877	\$ 10,078,912	\$ 25,898,530	\$ (507)	\$	44,199,493		
		WSST Excluded		\$ -	\$ -					\$ -	\$ -	-		
		TOTAL CONSTRUCTION COST:	\$	44,200,000	\$ 1,183,518	\$ 5,371,656	\$ 1,666,877	\$ 10,078,912	\$ 25,898,530	\$ (507)	\$	44,199,493		



Project:	Snohomish County 911
Document:	M&P GMP Estimate Breakout

BUILDING A	
PLUMBING	
Cut, cap, make-safe	\$14,179
Sanitary waste piping, below grade	\$0
Sanitary waste piping, above grade	\$14,497
Domestic water piping, above grade	\$8,202
Plumbing fixtures	\$34,004
Storm Systems	\$4,248
Condensate Systems	\$2,998
Appliance Plumbing	\$8,516
Plumbing Insulation	\$4,894
Domestic Water Chlorination	\$1,450
Scanning, Coring, Sawcutting	\$4,700
Existing Piping Water Jetting	\$2,780
Building A Elevator Sump Pump Service and Replacement	\$10,000
HVAC	
Cut, cap, make-safe	\$19,642
Hydronic and/or refrigeration equipment	\$14,415
Hydronic and/or refrigeration piping	\$13,611
HVAC equipment	\$100,083

Project:

Snohomish County 911

Document:

M&P GMP Estimate Breakout

HVAC grilles and air devices	\$25,082
Ductwork Installation	\$194,464
Controls / EMCS	\$162,498
Ductwork & Mechanical Piping Insulation	\$14,548
Air balancing (TAB)	\$35,550

BUILDING B	
PLUMBING	
Cut, cap, make-safe	\$36,780
Sanitary waste piping, below grade	\$57,065
Sanitary waste piping, above grade	\$73,997
Domestic water piping, above grade	\$84,140
Plumbing fixtures	\$109,915
Plumbing Equipment & Accessories	\$76,734
Storm Systems	\$117,310
Condensate Systems	\$34,843
Trap Primers	\$15,359
Appliance Plumbing	\$15,133
Plumbing Insulation	\$52,421
Domestic Water Chlorination	\$2,100
Seismic Calculations	\$2,040
Scanning, Coring, Sawcutting	\$45,690

Project:

Snohomish County 911

Document:

M&P GMP Estimate Breakout

Existing Piping Water Jetting	\$2,780
Shop Fabrication	\$16,184
HVAC	
Cut, cap, make-safe	\$58,921
Hydronic and/or refrigeration equipment	\$934,282
Hydronic and/or refrigeration piping	\$784,249
HVAC equipment	\$905,483
HVAC grilles and air devices	\$61,361
Rooftop Equipment Support Fabrication	\$60,000
Ductwork Installation	\$795,939
Shop Fabrication	\$17,415
Controls / EMCS	\$562,657
Ductwork & Mechanical Piping Insulation	\$282,517
Seismic Calculations	\$12,675
Hoisting, Crane	\$65,861
Hydronic System Water Treatment	\$24,550
Heat Tracing	\$18,000
Refrigerant Recovery	\$3,000
Scanning, Coring	\$18,450
Scaffolding	\$7,059
Air balancing (TAB)	\$62,175
P2S Design CA Fee	\$80,000

Project:

Snohomish County 911

Document:

M&P GMP Estimate Breakout

Startup & Commissioning assistance	\$46,673

DETAILING	
Plumbing Detailing	\$65,389
Sheet Metal Detailing	\$164,243
Pipe Fitting Detailing	\$137,968
CAD Support / As-Builts [Reduced From 440 Hours to 140 Hours]	\$11,100

General Requirements	
Material Handling - Field	\$96,486
Material Handling - Shop, Warehouse, Delivery	\$24,200
Equipment Rental, Small Tools	\$206,298
Trailer, Connex	\$20,800
Information Technology	\$0
Boiler Vessel and Backflow Permits	\$4,500

General Conditions *Includes Working Foreman	\$1,211,167
Material Escalation [Reduced Material Escalation]	\$65,608
Subtotal	\$8,241,879
Contingency - Construction	\$121,166
Contingency - Design E&O	\$69,562

Project:	Snohomish County 911
Document:	M&P GMP Estimate Breakout

Fee		7.5%	\$632,446
Subtotal			\$9,065,053

Phase Breakout			
Phase 2A *Subcontract Change Order 70-944-99-0002			\$862,326
Phase 2B			\$8,202,727

Permits			
Plumbing			\$3,989
Mechanical			\$23,779
Total - Permits			\$27,768

Total (Phase 2A, Phase 2B, Permits)			\$9,092,821
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Alternate - Acoustical Sealant for M/P Penetrations			\$35,922
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SNO911 GMP Budget

3/22/2024

BUILDING B SYSTEMS	SCOPE CLARIFICATIONS	VE POTENTIAL	DIFFERENCE	BUDGET 60% CD PROGRESS	BUDGET DD
Detailed Demo			\$ -	\$ 50,000	\$ 50,000
Distribution	Includes IMC to RGS change and secondasrary feeders from 4,000A to 3,000A.	TBD - Looking at UG option from main elec rm to riser location	\$ (36,400)	\$ 1,637,450	\$ 1,673,850
Grounding	Combined with Radio grounding		\$ 0	\$ 114,461	\$ 114,461
SNO PUD Added Vault			\$ -	\$ 38,450	\$ 38,450
UPS			\$ -	\$ 465,384	\$ 465,384
1500kW Generator with a 1600A & 800A ATS switch. 72 hour base tank included UL 142, 70dBA @23ft, WP enclosure and Platform/stairs			\$ -	\$ 1,144,658	\$ 1,144,658
Future Genset provisions - Alternate Add 5106 Vault for future genset connection			\$ -	INCL IN GENERATOR	
Future Genset provisions - Alternate Add 12-4" Conduits for future genset feeders across parking lot			\$ -	INCL IN GENERATOR	
Lighting Fixtures/Exit signs			\$ (4,500)	\$ 342,750	\$ 347,250
Lighting Controls	Dispatch floor amount (\$15k) included. Still need to finalize controls with Sno 911.	TBD - Need to have controls meeting to confirm scope	\$ 30,241	\$ 154,496	\$ 124,255
Branch Power & Lighting	Added floor boxes to boardrm(5), wall outlets(12), floor boxes @ printer stations & kitchen equipment.		\$ 97,629	\$ 535,129	\$ 415,000
Mech Equipment Connections	Increased Mech loads on roof. Increase feeder & added panel.		\$ 28,500	\$ 220,500	\$ 192,000
Tele/Data	Added wiring for floor boxes and printer stations, cable & cable tray adjustments on pricing		\$ 55,287	\$ 748,936	\$ 693,649
Tele/Data- WIFI Devices			\$ -	\$ -	\$ -
Tele/Data - Site	Betterment Log item not approved-Astound service new 555 vault and conduit into MPOE room	New scope required. See below.	\$ 28,500	\$ 28,500	\$ -
Radio Infrs			\$ -	INCL IN COMM	
Radio Infrs - Enclosed cable tray			\$ -	INCL IN COMM	
Radio Infrs - Weatherheads			\$ -	INCL IN COMM	
Radio Infrs - Grounding Busbars roof mounted, ground conductor to grade and ground rod			\$ -	INCL IN GROUNDING	
AV	Final docs being produced. Will be getting multiple bids week of 3/11/24		\$ (15,000)	\$ 386,856	\$ 401,856
PV Ready			\$ -	\$ 10,000	\$ 10,000
Fire alarm/Two way comm	Added FSD's, power and separate FACP for Dispatch floor per City of Everett		\$ 98,469	\$ 278,939	\$ 180,470
VESDA System			\$ (20,000)	\$ 20,000	\$ 40,000
Access Control/CCTV	Includes buyout savings for SSNW selection and added cost for long range card reader		\$ -	\$ 406,000	\$ 406,000
Intercom/Video System			\$ -	INCL IN SECURITY	\$ 75,000
Parking Controls System	Valley's scope of work includes: power to gates, card readers + (1) long range card reader, intercom devices and CCTV devices as indicated on T1.1. Our scope DOES NOT include the gates, pedestals for the gates or installation of equipment.		\$ -	INCL IN SECURITY & POWER	\$ 150,000
EV (3 chargers not included) - Code minimum based on qty of parking spots			\$ -	\$ 25,000	\$ 25,000
Temp Power	SNO PUD Offhours shutdown due to multiple tenants from existing xfmr		\$ 7,500	\$ 57,500	\$ 50,000
Labor Escalation			\$ 45,000	\$ 45,000	
Flagpole Lighting			\$ 5,000	\$ 5,000	
ERRCS (800MHZ Life Safety System)	Misquoted previously		\$ 31,233	\$ 70,985	\$ 39,752

SUB TOTAL			\$ 148,959	\$ 6,785,994	\$ 6,637,035
GC'S			\$ -	\$ 848,751	\$ 848,751
FEE			\$ 78,819	\$ 603,145	\$ 524,326
TOTAL			\$ 227,778	\$ 8,237,890	\$ 8,010,112

EXCLUSIONS					
Motorized shades					
Bond					

BUILDING B - ALTERNATE SNO 911 ITEMS FOR DISCUSSION					
Tele/Data - Astound Scope of work - bringing in services to building.	Astound Scope of work - bringing in services to building.			\$ 28,500	\$ 50,000
Added floor boxes and outlets in Boardroom	New Scope - add 3 floor boxes and 6 wall outlets			\$ 15,000	
Fire Alarm Horn Strobe		VE Potential		\$ (17,500)	
Fire Alarm Separate FACP for Dispatch Floor		VE Potential		\$ (18,000)	
SUB TOTAL				\$ 8,000	\$ 50,000
GC'S	0.00%			\$ -	\$ -
FEE	7.90%			\$ 632	\$ 3,950
TOTAL				\$ 8,632	\$ 53,950

BUILDING A SYSTEMS					
Select Demo			\$ -	\$ 10,000	\$ 10,000
Distribution			\$ (125,000)	\$ -	\$ 125,000
Lighting	Added (10) battery packs for emergency lighting (\$3,500)		\$ -	\$ 52,000	\$ 52,000
Lighting Controls			\$ -	\$ 15,000	\$ 15,000
Branch Power, Lighting & Controls Branch	Combined with Distribution		\$ 138,331	\$ 208,331	\$ 70,000
Mech			\$ -	\$ 37,500	\$ 37,500
Tele/Data			\$ (8,548)	\$ 81,506	\$ 90,054
Audio Visual - Private Offices, conference rooms, training lab & Fitness room			\$ (35,682)	\$ 99,500	\$ 135,182
Audio Visual - Happy Boards	NIC		\$ -	\$ -	\$ 26,400
Fire alarm			\$ -	\$ 34,520	\$ 34,520
Labor Escalation			\$ 7,500	\$ 7,500	
ERRCS Building A	Waiting to confirm with Fire Marshall		\$ 25,000	\$ 25,000	
Card Readers			\$ -	\$ 35,000	\$ 35,000
SUB TOTAL			\$ (24,799)	\$ 605,857	\$ 630,656
GC'S				\$ 55,252	\$ 55,252
FEE	7.90%		\$ 2,406	\$ 52,228	\$ 49,822
TOTAL			\$ (22,394)	\$ 713,337	\$ 735,730

Building B \$ 8,237,890

Building A \$ 713,337

Total \$ 8,951,227

Less Early Procurement \$ (1,570,000)

Less GMP 2A \$ (922,545)

GMP 2B \$ 6,458,682



Basis of Design Documents (GMP 2B)

The following contract documents were utilized to compile GMP 2B:

Construction Documents:

- 60% CD Drawings Set – Dated, March 08, 2024
- 60% CD Specifications – Dated, March 08, 2024
 - o Reference Betterment/Buyback log for specific scope items not included.

Reports, Surveys and Documents:

- Reference GMP 2A

As-Builts and City Permit Records:

- Reference GMP 2A



March 29, 2024

GMP 2B Clarifications & Assumptions:

- General
 - o We have assumed the Phase 2B scope of work starting within the project schedule submitted as part of 2B.
 - o Overall construction duration is 14 months.
 - o Substantial completion in April 2025.
 - o General conditions were included in Phase 2A.
 - o All water, electrical, and gas utility consumption charges are excluded and paid for by SNO911.
 - o Builder's risk insurance was included in Phase 2A.
 - o Reference the betterment / buyback log for scope items in addition to the GMP 2B pricing.
- Division 2: Demolition
 - o Minor demolition changes noted in the 60% CD set including existing bathrooms.
- Division 3: Concrete
 - o All site concrete stairs including cast-in-place walls, foundations, etc.
 - o Interior slab on grade removal and replacement for electrical conduit routing.
- Division 4: Masonry
 - o Includes split faced CMU at the mechanical and generator enclosures.
 - o Includes sooth faced CMU at the trash enclosure.
 - o Excludes any colors for CMU other than gray.
- Division 5: Steel
 - o All structural steel for enlarged entry stair canopies and support steel. This also includes the secondary roof platform steel and grating for antenna support system.
 - o All structural steel for sunshades and screens as well as staff canopy.
 - o Site steel including bollards, handrails, guardrails, mechanical yard screening are included.
 - o Interior exposed structural steel is assumed not to be AESS.
- Division 6: Rough Carpentry
 - o Includes wood blocking and backing for casework, toilet accessories and misc mounting backing(TV's, lockers, etc).

- Division 7: Metal Panels and Sunshade
 - o Metal Wall Panels are assumed 22 gauge, 16" wide with 1.75" rib height. Basis of design is AEP Design Span.
 - o Flashings for metal panels are assumed 24 gauge prefinished.
 - o Parapet coping is prefinished 22 gauge in standard finish.
 - o Base corner and transition flashing assumed 22 gauge color to match panels
 - o Downspouts are 24 gauge standard finish.
 - o A26 BOK sunscreens per details installed with 16ga furring.
- Division 7: Weather Barrier and Roofing
 - o Weather Barrier assumed Vaproshield Wrap Shield SA installed with Vapro-flashing and liquid flashings at rough openings(windows).
 - o TPO roofing assumed Carlisle TPO Sure Weld 45 mil
 - 20 year no dollar limit warranty.
 - o Roof pedestal pavers at new staff deck along with traffic coating.
- Division 7: Spray Applied Fireproofing and Acoustical
 - o Includes 2" thickness of K13 acoustical insulation at board room, dispatch rooms and room.
 - o Includes Monokote Z106 spray applied fire resistive material at server room.
- Division 8: Doors, Frames and Windows
 - o Hollow metal frames are quoted as 16 gauge with face welded corners and a factory primed finish.
 - o Hollow metal doors are quoted as 18 gauge with standard honeycomb cores and a factory primed finish. Doors 1C2B & 1C1 to have a polyurethane finish as they are listed to receive a .37 U-value.
 - o Wood doors quoted as solid core, commercial grade, primed MDO with hardwood edges and factory machined for mortise hardware.
 - o Wood frames quoted as 3/4" flat jamb with an 1-1/2" stop in factory primed finger jointed pine. Each frame quoted with 2-1/4" x 1/2" flat casing.
 - o All hardware quoted as BHMA Grade 1 in brushed chrome/stainless finish. We have included electric hinges, raceway wire and electric lock or exit device with REX where card readers are called out.
 - o Storefronts
 - Includes exterior thermally broken arcadia storefront and door system with single coat low E glass.
 - Interior storefronts system has 1/2" monolithic tempered glass and 1/2" laminated glass panels for interior glazed doors.
 - Storefronts colors are Arcadia Standard Finishes
 - Includes 4 each Door Controls DC700 Low energy Swing Door Operator surface mount above the door.

- Includes budget to upgrade to acoustical glazing at the board room interior storefront.
- o Security Film
 - Includes Furnish and Install of 3M Ultra S800 at basement and first floor in Building B openings.
- o Privacy Film
 - Includes budget to furnish and install privacy film at conference room, basement windows marked GF-01, and the exterior window at the locker room.
- o Skylights
 - Includes Velux Skyman System in standard size.
- Division 9: Framing
 - o Metal stud framing per the wall types and identified in the documents.
 - o Interior drywall ceiling and soffits per the reflected ceiling plans.
 - o Exterior wall framing is 6" wide 16 gauge thickness.
 - o It is assumed the existing framing at dispatch can support the load of the Ballistic Board.
 - o Exterior sheathing is Densglass, gypsum board is regular type X drywall.
 - o Drywall shall be finished to level 4 at exposed and painted areas.
 - o Acoustical upgrades
 - Includes acoustical upgrades for new walls at Building B
 - Includes acoustical upgrades for the fitness, training and respite rooms in Building A.
 - o Ballistics board at Building B Level 2 Dispatch Center perimeter walls up 7'-0" AFF.
- Division 9: Flooring
 - o Raised access floor is Global IFS Tec Crete 1250 LB with corner lock panels.
 - o Includes 579 SF of heavy duty understructure for 12" FFH
 - o Raised access floor is fastened to floor with Seal Bond 95 Access flooring adhesive.
 - o Access flooring includes five ramps as indicated.
 - o Includes seismic calculations for raised access flooring.
 - o Raised access floor excludes perimeter seal, brushed grommets and plenum divider.
 - o Acoustic mat is 1/8" thick recycled rubber.
 - o Tiled floors budget is thin set with crack isolation membrane(i.e. no thick set or mortar bed).
 - o Tile floor includes Cementitious grout and excludes epoxy grout.
 - o Core and shell spaces to be bare concrete
- Division 9: Acoustical Ceilings and Panels

- o Brick Pattern ACT is Rockfon Alaska 2x4 square edge white tile & 15/16th grid.
 - o Colored ACT is 2x4 square edge tile with 15/16th grid.
 - o Panelized Wood Ceiling is 2114-3 Hemlock, clear finish, 5/8" x 3 1/4". Stain and scrim is not included in budget.
 - o Dispatch and Board Room Acoustical Panels are 1" Polysorb panels, standard colors.
 - o Minor modifications of existing Bldg A grid to accommodate new layout. Re-use of existing tiles.
- Division 9: Painting
 - o Interior
 - Includes painting of basement and level 1, 2 and 3 within construction limits
 - Includes walls ceilings, soffits and doors and frames as indicated
 - Includes painting of all exposed structural and miscellaneous steel
 - o Exterior
 - Includes power wash clean and paint exterior of building A and B
 - Includes repairing cracks prior to painting to 1/8" maximum.
 - Includes sealants and anti-graffiti coatings at exposed CMU and veneer walls
- Division 10: Bathroom Specialties
 - o (33) EA solid phenolic partitions by Bradly Corporation– floor mounted overhead braced – standard colors
 - o (05) EA urinal screens by Bradly Corporation – wall hung
 - o (02) EA shower partition screen – floor mounted – standard colors. 58" tall with 12" floor gap
 - o Stainless steel hardware, no site line hardware with standard finishes included.
 - o (02) EA shower grab bar sets
 - o (02) EA phenolic fold down shower seats
 - o (02) EA 24"x48" locker bench
 - o (02) EA shower curtain rod, curtain and hooks
 - o (12) EA surface mount PT/W combo units
 - o (12) EA 18", 36" and 42" grab bars
 - o (21) EA wall mount manual soap dispensers
 - o (24) EA surface mount napkin disposal
 - o (28) EA 24"x36" mirrors
 - o (34) EA surface mount TP dispenser
 - o (34) EA surface mount SC dispenser
- Division 10: Specialties
 - o Markerboard are Owner Furnished, contractor installed.

- o We have included 1 knox box for fire department access, location to be determined.
 - o Standard double tier lockers with standard colors are included.
 - o One (1) 40' flagpole is included with light.
 - o Owner furnished, contractor installed appliances including coffee makers, dishwashers, microwaves, refrigerators, TV brackets, and ice makers.
 - o Manual roller shades at Dispatch exterior windows.
 - o Standard, manual window blinds at all Building B exterior windows.
- Division 12: Casework and Countertops
 - o Casework is assumed plastic laminate surfaces based on the documents.
 - IPB Core/Substrates
 - Interiors white melamine
 - o Wood Veneer Finish in following rooms
 - Board Room B-105
 - Kitchenette B-108
 - Lactation Room A-227 and A-228
 - Dispatch B-202
 - Kitchen B3017
 - 3rd Floor Break Room
 - o Countertops are 3CM mid grade quartz
 - o Nook seating cushions, board room panel and lounge wood screen wall are OFOI or betterments.
- Division 32: Site Improvements
 - o All site concrete (sidewalks, curbs/gutters, stairs, generator wall support, mechanical yard housekeeping pads, and such).
 - o All asphalt removal and repair for utility trenching.
 - o Anti-climb fencing is 8' Tall Impasse – Anti Scale.
 - o Vehicle and man gates included as well as auto operators and access control. One long range card reader is included for main gate.
 - o New irrigation will be connected to existing system, minor modifications will be made but it is assumed the irrigation system is operational without major leaks or damage.
 - o Relocated boulders and stream bed rocks are included as well as the reinforced turf pavement at the fire lane.
 - o We have included welded wire fabric at City of Everett sidewalks.
 - o Striping of new or re-paved stalls only. Existing site striping to remain as is. Buyback will be seal coating and all new striping.
 - o Smoking shelter shown in the drawings is a betterment / future buyback scope.



Mechanical and Electrical:

- Mechanical – Plumbing and HVAC
 - o Reference the attached clarifications and assumptions from Auburn Mechanical for further detail.
- Electrical
 - o For this project primary utilities for power and communications will be fed from a new SNOPUD transformer located in place of the existing transformer. PUD transformer will be upgraded to serve this project and new switchgear will be added to Building B for this project.
 - o We have not included any cost associated with installing the PUD transformer.
 - o Reference the attached clarifications and assumptions from Valley Electric for further detail.

Exclusions or by Others:

- Washington State Sales Tax
- Permit fees
- Public Utility fees (i.e. SNO PUD)
- Hazardous materials of any kind



Project:	Snohomish County 911 Emergency Communications Center (Sno911)
To:	Lydig Construction
Services:	Plumbing & Mechanical Construction

March 1, 2024

Bob Heggenes

Lydig Construction

E-mail: bheggenes@lydig.com

Subject: GMP Budget Update

Auburn Mechanical (AM) in partnership with P2S Inc is pleased to submit our budget proposal for plumbing and mechanical construction services for the Sno911 project to be built in Everett, Washington. The below sections outline the proposed scope of work, estimated construction value, assumptions, and clarifications.

Plumbing General Inclusions

UA 26 & 32 Craft Labor
 BIM 3D Coordination
 Cut, Cap, Make Safe, & Tagout - (Demo by Others)
 Seismic & Vibration Isolation
 Plumbing Insulation per WSEC
 Domestic Water Sterilization
 Commissioning Assistance
 Hammer Arrestors per Code
 Cleanout per Code
 Trap Primers
 Coring
 Sawcutting as required for below grade piping access in building B
 Owner Training
 Labor & Material Escalation

Plumbing Piping Systems & Material Type

- | | |
|----------------------------------|--|
| - Waste & Vent Below Grade | No Hub Cast Iron w/Heavy Duty NH Couplings |
| - Waste & Vent Above Grade | No Hub Cast Iron w/Std NH Couplings |
| - Domestic Water 2" & Under | Type L Copper w/Press Fittings |
| - Domestic Water 2-1/2" & Larger | 304L Stainless Steel w/Grooved Fittings |
| - Storm Above Grade | No Hub Cast Iron w/Std NH Couplings |
| - Condensate Piping | Type L Copper w/Press Fittings |

Plumbing Fixtures & Equipment Inclusions

Building A:

<u>QTY</u>	<u>TAG</u>	<u>DESCRIPTION</u>
(14)	WC-1	ADA Wall Hung Water Closet w/ Sensor FV
(2)	UR-1	Wall Hung Urinal w/ Sensor FV
(8)	LAV-1	Counter Mount Lavatory Sink
(2)	LAV-2	Wall Hung Lavatory Sink
(2)	S-4	Lactation Room Single Compartment Sink
(2)	S-5	Coffee Room Single Compartment Sink
(2)	DF-1	Dual Height Drinking Fountain
(4)	CM	Coffee Maker POC
(2)	WD	Hot & Cold Water Dispenser POC
(1)	IM-1	Countertop Ice Maker w/ Water Dispenser POC
(1)	RPBP-2	Ice Maker Backflow Preventer
(1)	HD	Field Fabricated Hub Drain in Cabinet for Ice Maker & Backflow Drainage
(1)	--	Reroute Storm Overflow Piping on Level 2

Building B:

<u>QTY</u>	<u>TAG</u>	<u>DESCRIPTION</u>
(2)	EWB	119 Gallon Electric Water Heater
(1)	CP	Domestic Water Circulation Pump
(1)	DET	Expansion Tank
(1)	TMV	Thermostatic Mixing Valve
(1)	RPBP	1" HVAC Makeup Water Backflow Preventor
(1)	RPBP	1" CRAC Unit Humidifiers Backflow Preventor
(1)	ESP	Elevator Sump Pump
(1)	BWV	Sanitary Backwater Valve
(160 LF)	--	Piping Containment Pan in Server Room, UPS Room, & Emergency Electrical Room.
(27)	WC-1A	ADA Wall Hung Water Closet w/ Sensor FV
(9)	UR-1	Wall Hung Urinal w/ Sensor FV
(21)	LAV-1	Counter Mount Lavatory Sink
(2)	LAV-2	Wall Hung Lavatory Sink
(1)	S-1	Kitchen Sink (Non-ADA) Single Compartment – w/Garbage Disposal
(3)	S-2	Kitchen Sink (ADA) Single Compartment w/Garbage Disposal
(4)	S-3	Service Sink
(2)	SH-1	ADA Shower
(4)	DF-1	Bi-Level Drinking Fountain
(3)	HB-1	Hose Bibb
(4)	FD-1	Floor Drain
(4)	FS-1	Floor Sink
(5)	--	Replace Roof & Overflow Drains @ Existing Locations
(1)	--	Replace L3 Deck Roof & Overflow Drains @ Existing Location
(7)	RD-1	New Roof Drain
(7)	ORD-1	Overflow Roof Drain
(2)	DN-1	Downspout Nozzles
(3)	DW	Dishwasher POC
(2)	WD	Hot & Cold Water Dispenser POC
(3)	CM	Coffee/Esspresso Machine POC
(2)	IM	Countertop Ice Maker w/ Water Dispenser POC

- | | | |
|-----|--------|---|
| (2) | RPBP-2 | Ice Maker Backflow Preventer |
| (2) | HD | Field Fabricated Hub Drain in Cabinet for Ice Maker & Backflow Drainage |

HVAC General Inclusions

UA 26, 32 & SMW 66 Craft Labor
BIM 3D Coordination
Cut, Cap, Make Safe, & Tagout
Removal of Building B Existing Rooftop Mechanical Equipment
Grilles, Registers, & Diffusers
Seismic & Vibration Isolation
Mechanical Insulation per WSEC
Fire Smoke Dampers
Testing, Adjusting, & Balancing
DD Controls
Conduit for Building B Controls Wiring
VFD's – (*Installation by Others*)
Commissioning Assistance
Crane Hoisting – (2) Mobilizations
Owner Training
Labor & Material Escalation

Mechanical Piping Systems & Material Type

- | | |
|----------------------------------|--|
| - Refrigeration – 7/8" & Larger | ACR Hard Copper w/Brazed Fittings |
| - Refrigeration – 3/4" & Smaller | ACR Soft Copper – PDM Linesets |
| - Split System | ACR Soft Copper – PDM Linesets |
| - Hydronic Piping 2" & Under | Type L Copper w/Press Fittings |
| - Hydronic Piping 2-1/2" & Above | Schedule 40 Black Steel w/Grooved Fittings |

Mechanical Duct Systems & Material Type

- | | |
|--------------------------|-------------------------------|
| - Medium Pressure Supply | +4" WG Galvanized Single Wall |
| - Low Pressure Supply | +2" WG Galvanized Single Wall |
| - Return/Exhaust | -2" WG Galvanized Single Wall |
| - Transfer Air | -2" WG Galvanized Single Wall |
| - Shaft Pressurization | +4" WG Galvanized Single Wall |

Internal Duct Liner

- | | |
|-----------------------|--|
| - Roof Top SA/RA Duct | 2" Internal Duct Liner |
| - Fan Coil Unit | 1" Internal Duct Liner - Minimum 5' downstream |
| - Return Air Plenums | 1" Internal Duct Liner |
| - Transfer Air Ducts | 1" Internal Duct Liner |

HVAC Equipment & Trim

Building A:

<u>QTY</u>	<u>TAG</u>	<u>DESCRIPTION</u>
(8)	FB-X	New Fan Powered Box

(6)	FB-X	Replace Existing Fan Powered Box
(15)	FB-X	Refurbish Existing Fan Powered Box
(1)	AC/CU-1	2-Ton Ductless Split System
(1)	AC/CU-2	1-Ton Ductless Split System
(1)	EF-A-1	1,500 CFM Rooftop Exhaust Fan
(1)	EF-A-2	770 CFM Rooftop Exhaust Fan
(1)	EF-A-3	350 CFM Inline Cabinet Exhaust Fan
(1)	EF-A-4	350 CFM Rooftop Exhaust Fan
(1)	EF-A-5	250 CFM Rooftop Exhaust Fan

Building B:

<u>QTY</u>	<u>TAG</u>	<u>DESCRIPTION</u>
(1)	AHU-B-1	Rooftop Air Handling Unit
(4)	AHU-HP-X	AHU Remote Refrigeration Condensing Units
(24)	VAV-X	VAV Terminal Units with Hydronic Heat
(2)	--	Exhaust Louvers (Cutting of existing surfaces for louvers by others)
(17)	EF-X	Exhaust or Transfer Fan
(13)	SA-X	Sound Attenuators
(15)	--	Motorized Dampers
(2)	CRAC-X	Computer Room DX Air Conditioning Unit
(2)	DC-X	CRAC DX Condenser
(2)	ECO-X	CRAC Economizer Pump
(2)	AC-B-11/12	UPS Room AC Unit
(2)	CU-B-11/12	UPS Room Condensing Unit
(10)	AC/CU-X	Ductless Split System
(1)	HUM-B-1	Humidifier Unit
(3)	HWHP-X	Air to Water Heat Pump w-Integral Circ Pumps
(2)	HWP-X	Heating Water Circulation Pumps
(2)	B-X	Electric Boiler
(2)	BP-X	Boiler Pump
(1)	BT-1	Buffer Tank
(1)	ET-1	Expansion Tank
(1)	AS-1	Air Separator
(1)	--	BTU Meter
(2)	RH-1A/1B	Radiant Panel

Assumptions and Clarifications

1. This budget includes cut, cap, and make-safe (as needed) of plumbing and mechanical systems (demo and removal by others).
2. Structural platforms, supports, and framing for rooftop equipment attachment is assumed to be provided by others. Auburn Mechanical assumes attaching spring isolators/curbs to structural by others. Any structural components above the spring isolator/curb are included in Auburn Mechanical's scope.
3. Building A Mechanical Infrastructure & GRDs are assumed to be reused to the greatest extent possible.

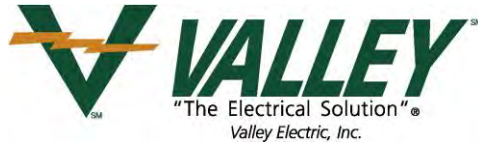
4. It is assumed that core restroom fixtures are not being relocated and will not require plumbing rough-in modifications. (Unless specifically noted otherwise within this proposal.) Existing plumbing piping is assumed to be reused to the greatest extent possible.
5. It's assumed that the current fixture locations comply with ADA requirements as previously coordinated with SHKS & Lydig.
6. Waterless urinals in building B are assumed to be replaced with standard flushing urinals. This will require walls to be opened for plumbing rough-in access. Walls are to be opened and patched by others.
7. Building A Mop Sinks and floor drains are assumed to not be replaced.
8. Building B Floor Drains are assumed to not be replaced.
9. It is assumed that the underground waste and storm distribution can primarily be retained.
10. Repairs or replacement of sanitary sumps systems are assumed not required.
11. This budget excludes redundant system provisions within the plumbing budget. Per coordination with Reid Middleton Inc. during TVD Charette #1 and as a follow-up to TVD Charrette #1 any necessary redundancy for water and/or waste may be incorporated into the civil design.
12. Pricing assumes that the AHJ will not deem construction at Building A to be a substantial alteration.
13. Base budget pricing includes rebuilding existing Fan Powered VAV units in building A on Levels 2 & 3 that are intended to remain.
14. This budget includes replacing the VAV T-Stat and Controller for existing units in building A on Level Basement and One. Based on the as-built drawings, there is assumed to be a total quantity of 15 ea.
15. Conduit is assumed not required for controls wiring within building A.
16. Heat trace is assumed to be provided and installed by the onsite electrical contractor. Linear footage and component quantities will be provided by Auburn Mechanical.
17. CRAC unit #3 is assumed to be future and is excluded.
18. Server room hot isle containment panels/partitions and racking is assumed to be provided by others.
19. Acoustical wrapping of VAV boxes is assumed not to be required.
20. Removal of existing ceilings for M/P access is assumed to be removed and replaced by others.
21. In order to provide clearance for the new structural base frames on the east and west sides of the building, the budget includes relocating two existing rain leaders near column lines E:1 and E:6 in building B.
22. The budget includes plumbing connections for owner-supplied appliances per the preliminary FFE plan and equipment summary dated 02-21-2024. Appliances that require water filters are assumed to be provided by others with the necessary water filter. Backflow preventers for ice makers are assumed provided and installed by AM.

23. Plumbing fixtures models have been included based on the latest model selections provided by SHKS Architects via email on 2/21/2024. Fixture selections may vary based on the final review by SNO911 operations. Cost impacts for any future selection changes are not included in this budget.
24. Replacement of the building A elevator sump pump is not included in this GMP budget.
25. The level 2 IDF/Telecom room networking equipment is currently being coordinated by Stantec & SNO911 operations. It is assumed that the level 2 IDF room network equipment will not exceed the current mechanical design cooling capacity included for that zone. The mechanical design assumes three racks with 3.5 kW each, as previously coordinated with Stantec, Valley Electric, and SHKS. If the loads increase, there will be a mechanical cost impact.
26. Cleaning of existing ductwork that is to remain is excluded.
27. A specialty exhaust system for the UPS room is excluded. Per coordination with Valley Electric, the UPS will utilize lithium batteries and thus not require a specialty exhaust system.
28. To comply with project fire ratings, IMC conduit has been included in lieu of standard EMT conduit. IMC conduit is assumed acceptable for this use based on Valley Electric's communicated guidance per NEC 708.
29. The budget includes BMS integration to 41 ea. electrical meters. Per coordination with Valley Electric, the EC will provide and install electrical meters at the locations indicated on Valley's annotated drawing provided 2/27/2024. Integration to meters will occur outside of the electrical panels and will not require AM/BMS to pull a line voltage permit, a points list will be provided by EC prior to startup/commissioning.
30. The current acoustical guidance per the November report requires spring vibration isolation on multiple pieces of equipment requiring OSP seismic certification. With that, we have carried the cost for the vibration isolation, but at the same time are working to get guidance/confirmation from the AHJ that OSP certified equipment can be installed on spring isolators. If the AHJ rejects the units being installed on vibration isolation then it should be noted that our budget does not account for any other acoustical and/or vibration provisions that maybe required.
31. Mechanical cost impacts for room fire rating requirements that are currently being coordinated and subject to change are excluded from the GMP budget. Spray on fireproofing of the overhead structure in Dispatch (and possibly the overhead structure on the first floor) will limit the size of ductwork that passes through the webbing of the joists; this could potentially have a cost impact. If a hard lid is going to be utilized in electrical, IDF, and UPS, and mechanical rooms, it is assumed that mechanical supports will pass through the GWB and mechanical systems will be exposed below the hard lid.
32. Pricing includes (2) crane mobilizations. One mobilization to remove existing equipment and a separate mobilization to install new equipment. Pricing assumes that construction sequencing will be coordinated to allow direct delivery of major equipment (air handler, condensing units, dry coolers, heat pumps) direct to site for installation into their final location.
33. We have assumed that portions of the existing building can be provided for site office and crew break areas, and that parking will be provided onsite. Note, our various collective bargaining agreements require that onsite dry and secured crew break areas be provided for the full duration of our onsite activities.
34. All work is assumed to be performed on standard daytime working hours Monday – Friday 6:00AM to 2:30PM.
35. Auburn Mechanical assumes adequate dry shack space will be provided for onsite craft labor break space.

36. Breakout pricing provided below is not intended to be used as stand-alone pricing. If scopes are to be removed, we reserve the right to revise our pricing.
37. Preconstruction & Design costs are not included in this proposal. (See separate proposal.)
38. Pricing is in accordance with the Lydig Construction CPM Schedule dated 02-01-2024. Pricing assumes that a mutually agreeable sequence is determined to maximize efficiency for all trades. Specifically, we have assumed that rough-in of overhead systems will occur prior to framing of interior walls at Building B (the exception being mutually agreed upon priority walls).
39. Auburn Mechanical notes that, as per budget considerations, portions of the existing systems are intended to remain untouched and reused; however, we want to clarify that we are not responsible for code compliance, functionality, service, and/or warranty of these existing systems. Additionally, there are distributed systems that are intended to remain and/or be reused, which cannot be evaluated for adequacy (pressure, state of condition, etc.) at the current state of the building. In this case, Auburn Mechanical and P2S are making reasonable assumptions that these distributed systems are functional and in good working order.
40. It is assumed that a 3D scanned point cloud will be provided by others for construction level coordination of Building B.

Exclusions

- | | |
|---|---|
| - Washington State Sales Tax | - Duct air leakage testing |
| - Bonds | - Electrical / Line Voltage Wiring/Conduit |
| - Design / Engineering – <i>(See Precon proposal)</i> | - Shutdown Switches & Associated Wiring |
| - Preconstruction Services – <i>(See Precon proposal)</i> | - Select Fill |
| - MEP Lead Services | - Haul-off / Export Soils |
| - Scanning Services | - Fire-Life Safety & Fire Protection |
| - Firestopping | - Blocking/Backing |
| - Acoustical Sealing | - Cutting, Removal, Patching or Replacement of Floors, Walls, Ceilings or Roofs |
| - Demolition & Disposal | - Toilet Accessory Supply and Installation |
| - Parking, Bussing, & Transportation Fees | - Ceiling Tile Removal/Replacement |
| - Building A Level 1 & Basement | - Hazardous Material Abatement or Handling |
| - New Sewage Ejector Sump Pumps | - Access Panel Installation |
| - Future CRAC Unit #3 & Associated Piping | - Mechanical/Architectural Screen Walls |
| - Redundant Risers & Routing of Mechanical Systems | - Housekeeping Pads, Concrete Patching, or Other Concrete Work |
| - Generator Exhaust & Fuel Oil Systems | - Rooftop Penetration Waterproofing/Roofing |
| - Remote Located Equipment Yard Provisions | - Exterior Waterproofing |
| - Repairs or replacement of water entry backflow preventers. | - Painting |
| - Appliance furnish and/or installation | - Acoustical Design/Engineering |
| - Providing Appliance Water Filters | - Structural Design/Engineering |
| - Acoustical wrapping of VAV boxes | - Special Maintenance/Warranty Requirements |
| - Modifications or Cleaning of Existing Systems/Structures Intended to Remain | - Special Inspections |
| - Structural Steel Work | - Temporary Utilities / Temporary Heating |
| - Rooftop Support Structural Modifications | - Overtime/Off-shift Work |
| - Maintenance / Service Agreements | - Work beyond 5' of building perimeter |
| | - Work outside of scope above |



DESIGN • CONSTRUCTION • SERVICE • FIRE ALARM
SECURITY • ENERGY MANAGEMENT • COMMUNICATIONS

March 26, 2024

Mr. Bob Heggenes
Senior Project Manager
Lydig Construction

Subject: SNO 911 Electrical Design and Construction Proposal/Construction Budget

Dear Bob,

We are pleased to update our budget based on the current programming scope of work.

Several Key items of note that are **NOT INCLUDED** in our budget at this time:

- Excavation and backfill (including concrete for emergency feeders)

Design and Construction schedules have been reviewed and included in our budget development as follows:

- Construction Documents 100% - April 2024
- Construction – 14 months Feb 2024 thru April 2025

SNOPUD and Communications Services

- a. For this project primary utilities for power and communications will be fed from a new SNOPUD transformer located in place of the existing transformer. PUD transformer will be upgraded to serve this project and new switchgear will be added to Building B for this project.

Scope of Work

1. Lydig Support

There are a handful of items that will require support/assistance in completing. We have not included budget for the following:

- a. 4'x8' Plywood backboards will be required in MDF, IDF and FCC Rooms.
- b. Housekeeping pads for electrical gear
- c. 2-hour Enclosures
 - i. The feeders to the fire service elevator and Fire Alarm System riser cabling will be routed vertically through the emergency electrical room stack. All these systems must be 2-hour protected from their source to the equipment they feed. They must also be separated based on voltage vs. low voltage separation. *To achieve this, we request that a 2-hour rated GWB enclosure be built within the emergency electrical room on every floor.*

d. SNOPUD Transformer Move-in

- i. We have not included any cost associated with installing the PUD transformer at this time.

2. Electrical Distribution and Branch Systems

- Low voltage, secondary utility electrical services entrance
- Building power distribution system - switchgear, panels, transfer switches and feeders
- Branch power circuitry to receptacles and equipment, including head-end equipment for low voltage systems furnished by the Owner or others
- Diesel generator for emergency, the main server room, the dispatch floor, and selected optional standby HVAC equipment, lighting, and plug loads serving essential areas throughout the building (Levels 1 and 3).
- UPS back-up for the main server room and dispatch floor. Owner will provide point of use UPSs for other areas.
- EV car charging infrastructure. EV charging stations specified by Others.

LIGHTING AND LIGHTING CONTROL SYSTEMS

- Lighting fixture design and layout is excluded. See Lighting Design Section.
- Lighting controls per Washington State Energy Code and NEC 708.

MECHANICAL SYSTEMS SUPPORT

- Power circuits to HVAC, mechanical and plumbing equipment
- Disconnects and starters for equipment
- Power circuits to mechanical and control system panels

LIFE SAFETY SYSTEMS AS REQUIRED BY CODE

- Egress and exit lighting
- Fire alarm and VESDA system power circuiting, design by fire alarm vendor.

The above Scope will be addressed during each Design Phase and shall include deliverables as follows:

3. Branch Power

- a. Branch power will be provided to serve equipment connections, lighting, receptacles and SMR in the labs and IT office spaces. This also includes connections to misc equipment for coffee stations and pantry areas.
- b. MC cable will be used whenever possible above accessible ceilings. Exposed ceiling areas will have conduit provided.
- c. See scope of work items on budget spreadsheets included with this proposal.

4. Lighting

- a. Lighting will be designed to meet the 2018 Seattle Energy Code. Stantec is providing lighting design services and their scope of work includes:

LIGHTING SYSTEMS

- Interior lighting systems
- Minor building mounted exterior lighting at remodel area between buildings.

5. Lighting Controls

- a. Lighting controls per Washington State Energy Code and NEC 708.

6. Fire Alarm System

- a. We have included a design build fire alarm system that will meet “code-minimal” level coverage based on Seattle amended 2018 IFC for Building B. Building A we will relocate and reuse existing equipment.

7. TECHNOLOGY CONSULTING SERVICES, SCOPE AND DELIVERABLES

The following Scope/Systems is included in this Proposal:

STRUCTURED CABLE SYSTEMS

- Cable system design for voice, data, and video distribution, including inside plant and outside plant. Both fiber optic and copper cable for backbone/riser and workstation/horizontal distribution. This includes all termination devices, cable support, management and racking systems.

INFORMATION TRANSPORT SYSTEMS INFRASTRUCTURE

- Pathways and space design for all structured cable distribution. This includes Telecommunication Service Entrance facilities, Main Technology Room(s) and Intermediate Technology Distribution Rooms.
- Coordination with others for power, heat-loads, and lighting requirements for the technology distribution spaces.
- Coordination with local telecommunication service providers for service entrance requirements.
- All vertical pathway definition using sleeves or conduit; cable support system, horizontal cable distribution using cable tray and or cable rings; Outlet boxes or mud-rings in walls for devices with raceway to accessible ceiling space or in-slab or below floor conduits to floor boxes.

ELECTRONIC SECURITY SYSTEMS (ESS)

- Access control system
- Video Surveillance System
- Duress alarms and intrusion detection

RF DISTRIBUTED ANTENNA SYSTEMS

- Radio frequency "Reradiating" antenna distribution and head-end systems for Emergency Responder Radio Communication Systems (ERRCS)

WIRELESS NETWORK SYSTEMS (CONNECTIVITY)

- Connectivity for Wireless Local Area Network (WLAN) distribution. Systems design by Sno 911.

8. ERRCS

DAS cabling and equipment:

- Create a project specific DAS design including product submittals and shop drawings approved by the AHJ.
 - Product Submittals
 - Pathway Layout Drawings
 - Elevation Drawings
 - AHJ Approved Shop Drawings
- Provide cabling system, antennas, splitters and couplers for an 800 Public Safety DAS solution per all requirements of King County and the City of Seattle.
- Provide 24 hour UPS for head-end equipment in NEMA 4 enclosure (not UL Listed)
- DAS Annunciator Panel as required by the AHJ.
- Provide PDR cable tests
- Provide As-Built documentation
- Test complete system per specifications
- Optimize system per results of testing
- Create final documentation upon completion of project

9. Cellular Booster System DAS – NOT INCLUDED AT THIS TIME.

10. Elevators

- a. Valley will provide all power and fusible, shunt trip elevator panel control and fire alarm interface to the elevators.

11. Renewable Energy Production

- a. We have included a Solar ready system only at this time.

12. Temporary Power

Temp power will be provided for the project from the existing Building service.

- We anticipate the need for a 200-400A 480/277V 3 phase service for this project to power misc. site construction power, lighting and Spyder boxes.
- Spyder Boxes, temp lights and cords are provided by GC.
- Temp power is included in our budget as a separate line item. Based on previous projects, we will install, maintain and remove at completion the following temp power components:

13. Exclusions

- a. Impacts due to COVID-19 (Budgetary, Schedule, Manpower or otherwise)
- b. Washington State Sales Tax
- c. Performance and Payment Bond
- d. Carbon monoxide detection and/or pathway
- e. Parking controls, equipment, and gate system
- f. Loading dock equipment

- g. Electric door hardware and power supplies
- h. VFDs
- i. Provision of heat trace cable and materials
- j. Drywall cutting and/or patching
- k. Overtime shift premiums other than cutovers or slab pour watch
- l. Material escalation
- m. Providing or installing ceiling or wall access panels
- n. Plywood for TSER, Electrical Rooms, MDFs, IDF, etc.
- o. Removal and disposal of electrical debris during the demolition of the site and associated buildings. Valley will make safe for others to demo.
- p. Trenching, backfill, duct bank concrete encasement, disposal of spoils or restoration of surfaces for right-of-way and temporary power work
- q. All PUD Energy fees/costs (will be required, to be paid by others)

If you have any questions or wish to discuss this proposal further, please feel free to contact me at your convenience; (206) 743-5989

Respectfully submitted,

Joseph Tremblay
VP Construction

Lydig Construction

Sno 911 ECC - Allowance Tracking (included within GMP 2B)

Item	Description	Allowance Value
1	Signage - Interior and Exterior	\$ 45,000
2	Site Hardening Allowance	\$ 20,000
3	Acoustical wall allowance	\$ 30,000

\$ 95,000

Exterior Solar Screening

Item	Description	Allowance Value
4a	Canopy Sunshades	\$ 306,602
4b	Steel Supports for Above	\$ 193,115
4c	Building A Screen	\$ 29,160
4d	Masonry Work	\$ 40,000
4e	Misc Flashings	\$ 25,000

\$ 593,877

Betterments and Buybacks								
Number	Discipline	Description	Priority	Decision Date	Status	Budget Amount	Approved Amount	Notes
68	Architectural	3rd Floor Level 4 Ballistic Rated Windows	Priority 1	April 15, 2024	Pending	\$ 379,040		Need to finalize with GMP due to lead times.
7	Architectural	Replace Roofing Building B - and Replace Existing Roof Drain / Roof overflow drains	Priority 3	August 1, 2024	Pending	\$ 504,665		Base bid includes patching at new roof penetrations. This betterment is for the full replacement including insulation and membrane roof. 11/16 - included roof drain work. 12/7 - future buy back
16	Mechanical	Controls Open Source, Non-Proprietary Vendor	Priority 2	April 15, 2024	Closed	\$ 102,460	\$ -	Closed, not selected
31	Electrical	Tele/Data - Astound Scope of work - bringing in services to building.	Priority 2	April 15, 2024	Pending	\$ 58,806		Pending Astound coordination and updated budget for trenching 12/7 - Hold
42	Electrical	Audio Visual - Private Offices (12 included)	Priority 2	May 15, 2024	Pending	\$ 52,290	\$ -	\$3,705/Private Office for 55" display, VTC camera at displays & 2nd display for Security feed
43	Electrical	Audio Visual - Conference rooms 108 & 219	Priority 2	May 15, 2024	Pending	\$ 66,295	\$ -	\$28,184/Conf Rm per plans. Optional whiteboard Capture Camera not included (\$2,500)
44	Electrical	Audio Visual - Conference rooms 305	Priority 2	May 15, 2024	Pending	\$ 45,902	\$ -	\$39,029 for Conf Rm per plans. Optional whiteboard Capture Camera not included (\$2,500)
45	Electrical	Audio Visual - Training Lab 110	Priority 2	May 15, 2024	Pending	\$ 43,751	\$ -	\$37,200 for displays and speakers
46	Electrical	Audio Visual - Fitness room 505	Priority 2	May 15, 2024	Pending	\$ 1,529	\$ -	\$1,300 for 55" display
47	Electrical	Audio Visual - Happy Boards	Priority 2	May 15, 2024	Pending	\$ 10,585	\$ -	\$1,500 each, Quantity (6) added. Included power and Cat 6 cable. 43" displays and mounts
48	Electrical	IPTV Decoders	Priority 2	May 15, 2024	Pending	\$ 14,701	\$ -	\$12,500 for IPTV Decoders for displays
49	Electrical	Generator Buyback - Existing Generator	Priority 2	May 15, 2024	Pending	\$ (142,000)	\$ -	Ongoing review with SNO
50	Site Improvements	Re-stripe and seal coat parking lot	Priority 3	August 1, 2024	Pending	\$ 76,048		Priced as alternate and review during construction 12/7 - future buyback, decision to be made towards end of project
101	Site Improvements	West Parking - Added Gate and Fencing to enclose parking lot	Priority 2	May 15, 2024	Pending	\$ 213,268		
102	Site Improvements	South Entrance - Added Fence Panels at Vestibule (Card readers, door hardware, support steel, mesh, etc)	Priority 2	May 15, 2024	Pending	\$ 105,800		
103	Architectural	Casework lounge cushions	Priority 1	April 15, 2024	Pending	\$ 38,750		3/27 - or FFE option with flexible furniture
104	Architectural	Cork Flooring in lieu of LVT flooring	Priority 1	April 15, 2024	Pending	\$ 92,500		Rubensteins budget upgrade throughout. Pricing is to change all LVT flooring to cork throughout. Team to review potential hybrid options, selective cork locations and adding LVT in certain areas in lieu of carpet - pending discussions as of 3/27
105	Architectural	Acoustical Wall Assemblies - Building A upgrades	Priority 2	June 1, 2024	Pending	\$ 86,985		Base bid includes training room, etc Option 1 - \$36,111 Option 2 - \$10,495 Option 3 - \$40,379
106	Site Improvements	Smoking Shelter	Priority 2	June 1, 2024	Pending	\$ 31,920		Buy back after GMP 28 - reviewing alternative options 3/29 - Lydig to provide gravel pad, shelter OFOI
107	Architectural	Wood Screen at Lounge, Wood Paneling at Board Room	Priority 2	June 1, 2024	Pending	\$ 50,760		Buy back after GMP 28
108	Mechanical	Central Vacuum System - Dispatch floor	Priority 1	April 15, 2024	PDB Review	\$ 45,000		Budget number, based on a hide-a-hose system. Pending one more number - need to identify ports and vacuum location(acoustics)
109	Architectural	IT Workroom - Salvage Casework, Relocate and Install Countertops	Priority 2	June 1, 2024	PDB Review	TBD		
110	Architectural	Office B-124 - added exterior window	Priority 1	April 15, 2024	Closed	\$ 24,725		Closed, not selected
111	Architectural	Staff Deck - Added Door	Priority 1	April 15, 2024	Pending	\$ 30,245		
112	Architectural	Expanded Sunscreen/Shading	Priority 1	April 15, 2024	Pending	\$ 166,320		Reference solar studies from SHKS/RDC - additional quantities and locations East / West - Additional Quantities South - Additional Locations / Quantities Alternative options (solar film, window treatments, etc) to be explored
113	Site Improvements	Site Hardening - Everett Mall Way Barriers			PDB Review			3 options: 1) 2) 3)
114	Site Improvements	Long Range Card Readers - Automatic Gates			PDB Review			1 currently in budget, pending further discussions
115								
					Total	\$ 2,100,345	\$ -	

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Page 1 of 1

Betterment Log

The dates need to be updated

Betterments and Buybacks									
Number	Discipline	Description	Priority	Decision Date	Status	Budget Amount	Approved Amount	Notes	
68	Architectural	3rd Floor Level 4 Ballistic Rated Windows	High	April 15, 2024	Pending	\$ 379,040		Need to finalize with GMP due to lead times.	
7	Architectural	Replace Roofing Building B - and Replace Existing Roof Drain / Roof overflow drains	Medium	August 1, 2024	Pending	\$ 504,665		Base bid includes patching at new roof penetrations. This betterment is for the full replacement including insulation and membrane roof. 11/16 - included roof drain work. 12/7 - future buy back	
~~16~~	~~Mechanical~~	~~Controls Open Source, Non-Proprietary Vendor~~	~~Priority 2~~	~~April 16, 2024~~	~~Closed~~	~~\$ 182,460~~	~~\$~~	~~Closed, not selected~~	
31	Electrical	Tele/Data - Astound Scope of work - including trenching to building	High	April 15, 2024	Pending	\$ 58,806		is this just for the trench work? Pending Astound coordination and updated budget for trenching 12/7 - Hold	
42	Electrical	Audio Visual - Private Offices (12 included)	Priority 2	May 15, 2024	Pending	\$ 52,290	\$ -	\$3,705/Private Office for 55" display, VTC camera at displays & 2nd display for Security feeds	
43	Electrical	Audio Visual - Conference rooms 108 & 219	Priority 2	May 15, 2024	Pending	\$ 66,295	\$ -	Building B all in, Building A AV & TV equipment \$28,184/Conf Rm per plans. Optional whiteboard Capture Camera not included (\$2,500)	
44	Electrical	Audio Visual - Conference rooms 305	Priority 2	May 15, 2024	Pending	\$ 45,902	\$ -	\$39,029 for Conf Rm per plans. Optional whiteboard Capture Camera not included (\$2,500)	
45	Electrical	Audio Visual - Training Lab 110	Priority 2	May 15, 2024	Pending	\$ 43,751		SNO911 providing the displays, is this just speakers? \$37,200 for displays and speakers	
46	Electrical	Audio Visual - Fitness room 505	Priority 2	May 15, 2024	Pending	\$ 1,529	\$ -	\$1,300 for 55" display	
47	Electrical	Audio Visual - Happy Boards	Priority 2	May 15, 2024	Pending	\$ 10,585	\$ -	\$1,500 each. Quantity (6) added. Included power and Cat 6 cable. 43" displays and mounts	
48	Electrical	IPTV Decoders	Priority 2	May 15, 2024	Pending	\$ 14,701	\$ -	?? \$12,500 for IPTV Decoders for displays	
49	Electrical	Generator Buyback - Existing Generator	Priority 2	May 15, 2024	Pending	\$ (142,000)		SNO911 wants to take this credit. Diana to check is this price is reasonable. Ongoing review with SNO	
50	Site Improvements	Re-stripe and seal coat parking lot	Medium	August 1, 2024	Pending	\$ 76,048		Priced as alternate and review during construction 12/7 - future buyback, decision to be made towards end of project	
101	Site Improvements	West Parking - Added Gate and Fencing to enclose parking lot	Medium	May 15, 2024	Pending	\$ 213,268			
102	Site Improvements	South Entrance - Added Fence Panels at Vestibule (Card readers, door hardware, support steel, mesh, etc)	Medium	May 15, 2024	Pending	\$ 105,800		Moving the north entrance screen to the south entrance and determining a less expensive option for the north entrance to close it off	
103	Architectural	Casework lounge cushions	Low	April 15, 2024	Pending	\$ 38,750		3/27 - or FFE option with flexible furniture	
104	Architectural	Cork Flooring in lieu of LVT flooring	Medium	April 15, 2024	Pending	\$ 92,500		Rubenstein's budget upgrade throughout. Pricing is to change all LVT flooring to cork throughout. Team to review potential hybrid options, selective cork locations and adding LVT in certain areas in lieu of carpet - pending discussions as of 3/27	
105	Architectural	Acoustical Wall Assemblies - Building A upgrades	Medium	June 1, 2024	Pending	\$ 86,985		Base bid includes training room, etc Option 1 - \$36,111 Option 2 - \$10,495 Option 3 - \$40,379 This is just for 4th floor? Provide more description for this.	
106	Site Improvements	Smoking Shelter	Low	June 1, 2024	Pending	\$ 31,920		We just want a piece of ground designated for smoking. Buy back after GMP 28 - reviewing alternative options 3/29 - Lydig to provide gravel pad, shelter OFOI	
107	Architectural	Wood Screen at Lounge, Wood Paneling at Board Room	Low	June 1, 2024	Pending	\$ 50,760		Break these into separate costs. Buy back after GMP 28	
108	Mechanical	Central Vacuum System - Dispatch floor	High	April 15, 2024	PDB Review	\$ 45,000		Budget number, based on a hide-a-hose system. Pending one more number - need to identify ports and vacuum location/acoustics)	
109	Architectural	IT Workroom - Salvage Casework, Relocate and Install Countertops	Medium	June 1, 2024	PDB Review	TBD			
~~110~~	~~Architectural~~	~~Office B-124 added exterior window~~	~~Priority 1~~	~~April 16, 2024~~	~~Closed~~	~~\$ 34,736~~	~~\$~~	~~Closed, not selected~~	
111	Architectural	Staff Deck - Added Door	Medium	April 15, 2024	Pending	\$ 30,245		Lydig to review this price.	
112	Architectural	Expanded Screenshot/Shading	Low	April 15, 2024	Pending	\$ 166,320		Reference solar studies from SHKS/RDC - additional quantities and locations East / West - Additional Quantities South - Additional Locations / Quantities Alternative options (solar film, window treatments, etc) to be explored 3 options: 1) 2) 3)	
113	Site Improvements	Site Hardening - Everett Mail Way Barriers	High		PDB Review			1) currently in budget, pending further discussions	
114	Site Improvements	Long Range Card Readers - Automatic Gates	Mandatory		PDB Review			Isn't this a wash from installing bollard mounted card readers?	
115		Motorized shades on dispatch floor	High						
		roof at outdoor balcony							
Total						\$ 2,100,345	\$ -		

Budget Update						Current Budget	\$ 44,200,000	
		Priority 1 Subtotal	\$ 751,855			Updated Budget	\$ 44,200,000	
		Priority 2 Subtotal	\$ 640,592					
		Priority 3 Subtotal	\$ 580,713					
		Closed	\$ 127,185					

LYDIG

Snohomish 911 Emergency Communications Center
Everett, WA

SPEC NO.	SPEC TITLE	SUB SECTION	SUB CONTRACTOR	Subtier	OWNER TRAINING DESCRIPTION	SPEC REQUIREMENTS	DURATION	DATE(S)	TIME	AGENDA?	SIGN-IN SHEET?	NOTES
21 10 00	Water Based Fire-Suppression Systems		Shinn Mechanical		Operations and Maintenance of the Fire Sprinkler System	TBD	TBD	TBD	TBD	TBD	TBD	
21 13 23	Pre-Action Sprinkler System		Shinn Mechanical		Operation and Maintenance of Pre-Action System	TBD	TBD	TBD	TBD	TBD	TBD	
22 33 00	Electric Domestic Water Heaters		Auburn Mech		Operation and Maintenance of Domestic Water System	TBD	TBD	TBD	TBD	TBD	TBD	
22 40 00	Plumbing Fixtures		Auburn Mech		Operation and Maintenance of Plumbing Fixtures	TBD	TBD	TBD	TBD	TBD	TBD	
23 21 00	Hydronic Systems		Auburn Mech	CHC (Pump Vendor)	Review Operation and Maintenance of the Hydronic System (As A Whole - See Separate Trainings For Related Hydronic Equipment)	TBD	TBD	TBD	TBD	TBD	TBD	
23 31 13	Air Distribution System		Auburn Mech		Review Operation and Maintenance of the Air Distribution System (As A Whole)	TBD	TBD	TBD	TBD	TBD	TBD	
23 34 00	Fans		Auburn Mech		Review Operation and Maintenance of the Exhaust & Transfer Fans Within Buildings A & B	TBD	TBD	TBD	TBD	TBD	TBD	
23 36 00	Air Terminal Units		Auburn Mech		Review Operation and Maintenance of Air Terminal Units Within Buildings A & B	TBD	TBD	TBD	TBD	TBD	TBD	
23 52 13	Electric Boilers		Auburn Mech	Cole Industrial (Vendor)	Review Operation and Maintenance of Electric Boilers (Hydronic System)	TBD	TBD	TBD	TBD	TBD	TBD	
23 74 13	Outdoor Central-Station Air Handling Unit		Auburn Mech	Johnson Barrow (Vendor)	Review Operation and Maintenance of Rooftop AHU and Associated VRF Heat Pumps	TBD	TBD	TBD	TBD	TBD	TBD	
23 74 33	Air Heated Modular Water Heaters		Auburn Mech	Johnson Barrow (Vendor)	Review Operation and Maintenance of HWHs (Mechanical Yard)	TBD	TBD	TBD	TBD	TBD	TBD	
23 81 23	Computer Room Air Conditioners		Auburn Mech	Vertiv (Vendor)	Review Operation and Maintenance of CRACs (Mechanical Yard & Data Center)	TBD	TBD	TBD	TBD	TBD	TBD	
23 81 26	Split System Air Conditioners		Auburn Mech		Review Operation and Maintenance of Split System Air Conditioners	TBD	TBD	TBD	TBD	TBD	TBD	
23 09 00	Instrumentation and Control		Auburn Mech	MMFS	Review Operation and Maintenance of Instrumentation and Controls (Site Walk)	TBD	TBD	TBD	TBD	TBD	TBD	
23 09 00	Instrumentation and Control		Auburn Mech	MMFS	Front-End Graphics Operational Training	TBD	TBD	TBD	TBD	TBD	TBD	
26 24 13	Power Distribution		VALLEY ELECTRIC	N/A	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
26 09 23	Lighting Control		VALLEY ELECTRIC	LIGHTING GROUP NW	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
26 36 00	Transfer Switches		VALLEY ELECTRIC	CUMMINS	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
26 32 13	Engine Generator		VALLEY ELECTRIC	CUMMINS	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
26 33 53	Static UPS		VALLEY ELECTRIC	APC	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
26 43 13	Transient Voltage Supression		VALLEY ELECTRIC	N/A	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	

LYDIO

Snohomish 911 Emergency Communications Center
Everett, WA

SPEC NO.	SPEC TITLE	SUB SECTION	SUB CONTRACTOR	Subtier	OWNER TRAINING DESCRIPTION	SPEC REQUIREMENTS	DURATION	DATE(S)	TIME	AGENDA?	SIGN-IN SHEET?	NOTES
26 09 43	Network Lighting Control		VALLEY ELECTRIC	LIGHTING GROUP NW	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
27 05 10	Audio/Visual		VALLEY ELECTRIC	Integrity Networks	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
28 05 00	Electronic Safety and Security		VALLEY ELECTRIC	Security Systems NW	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
28 13 00	Access Control		VALLEY ELECTRIC	Security Systems NW	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
27 53 19	DAS		VALLEY ELECTRIC	AWS	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
28 31 11	Fire alarm (Building B)		VALLEY ELECTRIC	Convergent	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
28 31 11	Fire alarm (Building A)		VALLEY ELECTRIC	Costco Fire Protection	Training on all maintenance and operational aspects of the system	TBD	TBD	TBD	TBD	TBD	TBD	
32 31 13	Fences and Gates		TBD		Operations and Maintenance of Electrified Gates	TBD	TBD	TBD	TBD	TBD	TBD	
32 80 00	Irrigation		TBD		Operations and Maintenance of Site Irrigation System	TBD	TBD	TBD	TBD	TBD	TBD	



Permits and Approvals List (GMP 2B)

The following permits are anticipated for City review and approval:

Approved by the City:

- Building B Interior Demo - # B2305-078
- Building B Structural Permit - # B2310-101
- Building B Temporary Power Permit – E2401-243

In Review by the City:

- Building A Building Permit - # B2311-050
- Building B Building Permit - # B2311-054
- Building A Plumbing Permit - # P2312-034
- Building B Plumbing Permit - # P2312-035
- Building A Mechanical Permit - # M2312-064
- Building B Mechanical Permit - # M2312-065
- Site Public Works - # PW2311-026
- Building A Electrical Permit - E2403-195
- Building B Electrical Permit – E2403-268
- Site SEPA Land Use Application

In Design / Deferred Design:

- Fire Sprinkler Permit
- Fire Alarm Permit

Snohomish 911 ECC - MWBE Procurement Dashboard

MBE % of
Procurement to
Date

5.4%

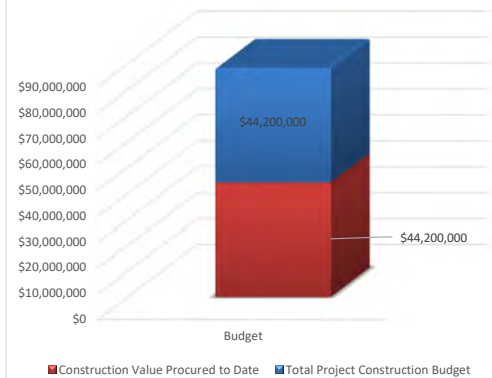
WBE % of
Procurement to
Date

26.4%

Overall
Procurement to
Date

100.0%

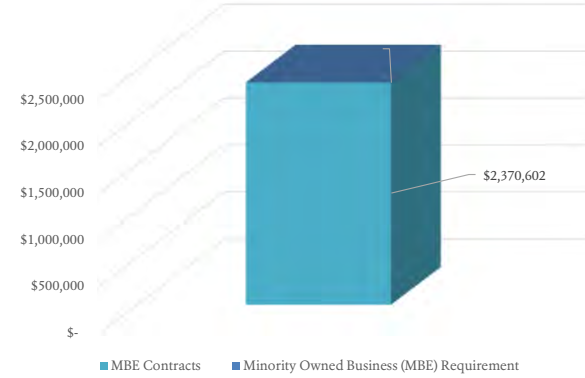
Overall Project Procurement



WBE Procurement Status



MBE Procurement Status



Updated: Friday, March 29, 2024

Snohomish 911 Emergency Communication Center

Date of Update: Friday, March 8, 2024

Subject: **Sno911 - MWBE Post Bid Projection**



									ASPIRATIONAL GOALS						
				Bidding			Successful Prime Bidder		Prime Participation Value		% of Prime are Sub-Tier Certified Businesses		Combined Participation \$ Value		
Item	Description	Value	Status	Qty of Bidders	Qty of MBE or WBE Bidders	Qty of Bids /w MBE or WBE Sub-tiers	MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE	Notes
GMP 1A	Phase 1A Validation														
1A.01	SHKS	\$ 692,168	Subcontracted	1	0	0	0	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
1A.02	Mechanical	\$ 75,000	Subcontracted	5	1	0	0	1	\$ -	\$ 75,000			\$ -	\$ 75,000	Auburn is certified WBENC firm (national certification)
1A.03	Electrical	\$ 100,000	Subcontracted	5	0	0	0	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
GMP 1B	Phase 1B Design & Preconstruction														
1B.01	SHKS	\$ 3,558,469	Subcontracted	1	0	3	-	-	\$ -	\$ -	2%	4%	\$ 70,550	\$ 144,718	Osborne Consulting (WBE), Greenbusch Group (MBE), Cite Specific (WBE)
1B.02	Auburn Mechanical	\$ 618,500	Subcontracted	1	1	0	-	1	\$ -	\$ 618,500			\$ -	\$ 618,500	Auburn is certified WBENC firm (national certification)
1B.03	Valley Electric	\$ 790,763	Subcontracted	1	0	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
							-	-							
	Early Work Package														
1C.01	Generator & Switchgear Release	\$ 1,582,328	Subcontracted	1	0	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
							-	-							
GMP 2A	Demo, Structure, Elevator, & Site Packages														
2.01	Selective Building Demolition	\$ 692,351	Subcontracted	5	2	0	1	-	\$ 692,351	\$ -			\$ 692,351	\$ -	Net-Compliance is MBE firm
2.02	Concrete Reinforcing	\$ 131,896	Subcontracted	4	2	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
2.03	Concrete Place & Finish	\$ 24,319	Subcontracted	2	0	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
2.05	Shotcrete	\$ 212,474	Subcontracted	2	0	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
2.06	Steel Fabrication & Erection	\$ 960,863	Subcontracted	4	1	1	1	-	\$ 960,863	\$ -			\$ 960,863	\$ -	Industry Erectors is MBE erector and their fabricator, Finnnoe is MBE
2.07	Decking Supply	\$ 43,750	Subcontracted	2	0	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
2.08.1	Elevator	\$ 301,850	Subcontracted	4	0	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
2.08.2	Elevator Jackshaft	\$ 60,000	Subcontracted	3	0	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
2.09	Fire Sprinkler	\$ 404,280	Subcontracted	4	2	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
2.10	Early Plumbing & Mechanical Work	\$ 2,399,339	Subcontracted	1	1	0	-	1	\$ -	\$ 2,399,339			\$ -	\$ 2,399,339	Auburn is certified WBENC firm (national certification)
2.11	Early Electrical Work	\$ 1,003,545	Subcontracted	1	0	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
2.12	Site Demolition, Earthwork, & Utilities	\$ 1,086,894	Subcontracted	5	1	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
2.13	Micropiles, Jackshaft, & Underpinning	\$ 205,500	Subcontracted	3	0	0	-	-	\$ -	\$ -	0%	0%	\$ -	\$ -	
2.14	Structural Rough Carpentry	\$ 44,675	Subcontracted	1			-	-	\$ -	\$ -					
							-	-							
GMP 2B															
							-	-							
2.01	Building Demo	\$ 16,778	Subcontracted	1	1		1	-	\$ 16,778				\$ 16,778	\$ -	Net-Compliance is MBE firm
2.02	Concrete Reinforcing	\$ 25,967	Subcontracted	1	0		-	-					\$ -	\$ -	
2.06	Steel Fabrication and Installation	\$ 425,019	Subcontracted	1	1		1	-	\$ 425,019		45%		\$ 425,019	\$ -	Industry Erectors is MBE erector and their fabricator, Finnnoe is MBE
2.09	Fire Sprinkler	\$ 32,761	Subcontracted	1	0		-	-					\$ -	\$ -	
2.1	Mechanical	\$ 8,326,417	Subcontracted	1	1		-	1	\$ 8,326,417				\$ -	\$ 8,326,417	Auburn is certified WBENC firm (national certification)
2.11	Electrical	\$ 6,478,682	Subcontracted	1	0	2	-	-			1%		\$ -	\$ 64,787	Fireproofing subcontractor to Valley and engineer consultant to Stantec.

2.12	Earthwork, Utilities and Site Demo	\$	185,930	Subcontracted	1	0		-	-					\$	-	\$	-			
3.01	Masonry	\$	98,800	Bid	5			-	-					\$	-	\$	-			
3.02	Damproofing/Waterproofing	\$	25,000	Bid	6	2		-	1		\$	25,000		\$	-	\$	25,000			
3.03	Metal Roofing and Siding	\$	908,615	Bid	6	1		-	-					\$	-	\$	-			
3.04	Membrane Roof	\$	158,072	Bid	6	1		-	-					\$	-	\$	-			
3.05	Pedestal Pavers	\$	69,843	Bid	5			-	-					\$	-	\$	-			
3.06	Acoustical Ceilings & Sound Absorption	\$	354,814	Bid	9	1		-	-					\$	-	\$	-			
3.07	Spray Applied Fireproofing	\$	147,118	Bid	2			-	-					\$	-	\$	-			
3.08	Doors, Frames and Hardware	\$	330,451	Bid	1			-	-					\$	-	\$	-			
3.09	Security Doors	\$	17,000	Budget				-	-					\$	-	\$	-			
3.12	Storefronts, Skylights and Glazing	\$	708,487	Bid	1			-	-					\$	-	\$	-			
3.13	Framing and Drywall	\$	1,345,082	Bid	6	1		-	-					\$	-	\$	-			
3.14	Tiling and Flooring	\$	562,984	Bid	6			-	-					\$	-	\$	-			
3.15	Painting and Coatings	\$	339,433	Bid	6	2		-	-					\$	-	\$	-			
3.17	Self Perform Package	\$	1,339,507	Bid / Budget	1		6	-	-					\$	-	\$	-			
3.18	Casework	\$	494,582	Bid	8	1		-	-					\$	-	\$	-			
3.19	Site Concrete	\$	205,041	Bid	5	2		1	-	\$	205,041			\$	205,041	\$	-			
3.2	Asphalt Paving	\$	158,684	Budget	6	1		-	-					\$	-	\$	-			
3.23	Fencing and Gates	\$	692,586	Bid	7	3		-	-					\$	-	\$	-			
3.24	Landscaping and Irrigation	\$	259,639	Budget	5	1		-	-					\$	-	\$	-			
								-	-											
								-	-											
Direct Cost of Work to Date					\$	38,696,255.00	154	30	12	MBE				WBE						
					% MWBE Bidding Participation (sub tier)				8%	\$				2,370,602.00	\$				11,653,760.82	
Total Contract Value to Date					\$	44,200,000.00	% MWBE Prime Bidders				19%	% Participation of Contract Value to Date:				5.36%	26.37%			



Action Proposal Form

Date: April 3, 2025

Title: Microwave Overlay to Future Facility

Background / Purpose:

As part of the RRP and Future Facility projects, SNO911 has developed an overall plan to move the centralized radio equipment and dispatch consoles to Future Facility. At the end of the transition, the Future Facility will house one of the two master sites that control the entire radio system; therefore, it is critical that the Future Facility be connected in a fully redundant way. Additionally, SNO911 plans to fully vacate equipment from the existing server room at the North Campus facility so the facility may be turned back to the City of Everett. This project will occur in multiple phases and each phase may require Board action. The phases include:

Phase 1: Radio Network Overlay – This phase includes a significant contract with Aviat to install a new shelter next to the existing tower at North Campus, install and configure a new microwave hop between North Campus and the Future Facility (Lydig will create the structure, Aviat will install the microwave dishes), install a new leg of fiber at the Future Facility for network redundancy, and add path redundancy to three other radio sites. The funding for this project is earmarked from RRP contingency.

Phase 2: Building Infrastructure to support radio system and radio consoles – In addition to the overlay, there will need to be various parts and pieces including DC power systems, roof-mounted antennas, lightning arrestors, etc. Related to the radio consoles, the City of Seattle will gift SNO911 radio console hardware from their transition to PSERN and Motorola has been a fantastic partner to help update this hardware to prepare it for installation in our system. All of this work has been part of the larger RRP effort. This has enabled us to maximize the lifespan of the existing consoles and push out the planned replacement into a future phase of work. These items will be funded from RRP Contingency.

Phase 3: Master site move/vacate North Campus – Once personnel have moved and operations have been cutover, this phase will relocate the radio core/master site to the Future Facility and move the remaining microwave equipment to the newly installed cabinet at the current facility radio tower. Additional planning needs to occur to determine the need for external resources. Existing staff may be able to complete this work, but some technical assistance may be needed from Motorola. Funds for this potential are earmarked in RRP Contingency.

Phase 4: Future radio console replacement – The existing hardware will be nearing end of life and there is a long-term plan to replace the consoles and related centralized hardware in 2027. There is funding being set aside for this project as part of the long-range ECSF plan.

Staff are requesting action on Phase 1 today. A full project plan and scope have been developed with Aviat under the NASPO competitive procurement contract. The contract, including the SOW and pricing are attached to this APF.

Suggested Action/Recommendation:

Authorize the execution of the contract and any future change orders to complete the work identified in Phase 1, with a not to exceed amount of \$1,350,000 including sales tax and approx 10% contingency, and to authorize acceptance of used radio consoles from the City of Seattle.

Fund: RRP 130-16-66

CONTRACT FOR PUBLIC WORKS, EQUIPMENT AND SERVICES

This Contract is entered into between Snohomish County 911 (SNO911), a municipal corporation, referred to as "Owner", and Aviat Networks, referred to as "Contractor."

In consideration of the following terms and conditions and those contained in the documents incorporated by reference and made a part of this Contract, the parties agree as follows:

SECTION I – GENERAL CONDITIONS

1. THE PROJECT

- 1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the project entitled: New Facility Microwave Overlay.
- 1.2. The Project shall be performed in accordance with this Contract and the following Contract Documents: Owner Specifications, Contractor Quote attached as Exhibits 1, 2, 3 & 4 that identifies Public Works items "A" Service Items "B" and Equipment "C", and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.
- 1.3. The Contract Documents, shall be read together. Unless otherwise specified in this Agreement. In the event that any of the terms of Contract Documents conflict with each other, the following shall be the order of precedence:
 - 1.3.1. The terms of this Contract shall take precedence over the terms of the Owner Specifications. The owner Specifications shall take precedence over the terms of Exhibit 1 thru 4. Any conflicts in the contract documents shall be brought to the attention of the Owner.
- 1.4. The Contractor shall start work within 30 calendars days after the date of the written Notice to Proceed and be substantially completed within 365 calendar days and fully completed within an additional 30 calendar days. If the Project is not completed within the time specified, the Contractor agrees to pay to the Owner liquidated damages in accordance with the provisions contained in the Contract Documents. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the materials and for constructing and completing the Project provided for in this Contract, except for those noted in the specifications to be furnished by the Owner and installed by Contractor.
- 1.5. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in the Contract Documents and every part thereof, except as mentioned in the specifications to be furnished by the Owner.

- 1.6. Owner agrees to use its best efforts to allow Contractor full access and use of the premises as necessary for Contractor to perform the work required to complete the Project with minimal interruption or interference from Owner's personnel and activities.
- 1.7. The Contractor shall guarantee the materials and work for a period of one year after completion of the Project.
- 1.8. The Contractor is responsible for complying with all Federal, State, and local regulations affecting the Project including but not limited to Chapter 70.86 RCW, Chapter 296-305 WAC and Chapter 294-24WAC.

2. CONTRACT SUM

- 2.1. The Owner shall pay the Contractor for the full performance of the Contract the sum of **\$1,114,412.00** plus applicable Washington State Sales Tax. Washington State Sales Tax shall be separately stated on each statement submitted by the Contractor. This amount shall be paid as follows:
- 2.2. The Contractor shall provide monthly statements which shall indicate the work performed as of the end of the period covered by the statement.
- 2.3. Statements received by the 10th day of the month and approved by the Owner will be processed for payment the same month.
- 2.4. The Owner shall determine the amounts owing to the Contractor based on compliance with the work requirements and on evaluations of Contractor's statements.
- 2.5. Washington State Sales Tax shall be included on each statement submitted by the Contractor with separate billing for each location.
- 2.6. Monthly payments shall be subject to the withholding of retained percentage as provided in Section II #4.

3. LIQUIDATED DAMAGES

- 3.1. If the Project is not completed within the specified time period, because of difficulty in computing the actual damages to the Owner arising from any delay in completing this Contract, it is determined in advance and agreed by the parties that the Contractor shall pay the Owner the amount of \$100.00 per calendar day that the Project remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages that the Owner will suffer by failure of the Contractor to complete the Project within the agreed time period. The execution of this Contract shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the Owner will suffer actual damages in the above amount for each day during which the completion of the Project is delayed beyond the agreed completion date. In the event of construction delays beyond the control of the Contractor the completion date will be extended by an equivalent number of days

provided that the Contractor notifies the Owner of the cause of the delay, in writing, within 24 hours of the beginning of the delay.

4. INDEMNIFICATION AND HOLD HARMLESS

- 4.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees and agents harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work
- 4.2. Should a court of competent jurisdiction determine that this Contract 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 Contractor and the Owner, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor'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.
- 4.3. In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees and volunteers, the Contractor shall pay the same.

5. INSURANCE

- 5.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-VII or higher in the A.M. Best's Key Rating Guide. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- 5.2. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated in Section 8.3.
- 5.3. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor

shall annually provide the Owner with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.

- 5.4. The Contractor's Automobile Liability, and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Owner. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.
- 5.5. The Contractor 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 covered by other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- 5.6. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.
- 5.7. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- 5.8. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- 5.9. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
- 5.10. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
- 5.11. All insurance policies, with the exception of Workers Compensation, shall name the following listed entities as additional insured(s):

5.11.1. The Owner and its officers, elected officials, employees, agents, and volunteers;

- 5.11.2. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.
- 5.12. The Contractor shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Owner a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Owner, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.
- 5.13. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Owner is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- 5.14. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

6. TYPES OF INSURANCE REQUIREMENTS

- 6.1. The Contractor's required insurance shall be of the types and coverage as stated below:
- 6.1.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- 6.1.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Owner shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Owner using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

- 6.1.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

7. MINIMUM AMOUNTS OF INSURANCE

7.1. The Contractor shall maintain the following insurance limits:

- 7.1.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 7.1.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- 7.1.3. If the Contractor maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Contractor.

8. TERMINATION

- 8.1. If Contractor breaches any of its obligations under this Contract and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.
- 8.2. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.

9. CONTRACTOR RECORDS

- 9.1. Contractor agrees to make all project related books and records available to the Owner for inspection, review, photocopying and audit in the event of a Contract related dispute, claim, modification or other Contract related action at reasonable times and at places designated by the Owner.

10. DEFECTIVE OR UNAUTHORIZED WORK

10.1. The Owner reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this contract, and extra work and materials furnished without the Owner's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the Project, the Owner may complete the Project by contract or otherwise, and the Contractor shall be liable to the Owner for any additional costs incurred by the Owner. "Additional costs" means all reasonable costs incurred by the Owner, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The Owner further reserves the right to deduct the cost to complete the Project, including any additional costs, from any amounts due or to become due to the Contractor.

11. CHANGE ORDERS

11.1. The Owner reserves the right to make, at any time during the Project, such changes in quantities and such alterations in the Project as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract, and the Contractor agrees to perform the work as altered. The Contractor shall proceed with the work upon receiving a written change order approved by the Owner. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the Owner orders.

12. CLAIMS

12.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

13. AUTHORITY OF OWNER'S CONSULTANT

13.1. The Owner may designate an Architect, Engineer or other consultant as the Owner's Consultant at any time under this Contract. In the event the Owner designates such a Consultant, the Consultant shall have the following express authority plus any additional authority granted by the Owner in writing during the performance of this Agreement by Contractor:

- 13.1.1. The Consultant shall act as advisor and Consultant to the Owner in matters relating to the contract administration and interpretation, PROVIDED, HOWEVER, nothing contained herein or elsewhere in the Contract Documents shall be construed as requiring the Consultant to direct the method or manner of performing any work by the Contractor under this contract.
- 13.1.2. It is understood and agreed by and between the parties hereto that the Project included in the contract is to be done to the complete satisfaction of the Owner and Consultant and that the decision of the Owner and Consultant as to the true construction and meaning of the contract, plans, specifications and estimates and as to all questions arising as to proper performance of the work to complete the Project shall be final. The Consultant shall determine the unit quantities and the classifications of all work done and material furnished under the provisions of this agreement and Consultant's determination thereof shall be final and conclusive and binding upon the Contractor.
- 13.1.3. The Consultant shall decide any and all questions that may arise as to the quality or acceptability or materials furnished and work performed and as to the rate of progress of the Project, and questions as to acceptable fulfillment and performance of the contract on the part of the Contractor and as to compensation. The decision of the Consultant in such matters shall be final. The Consultant may direct the sequence of conducting work when it is in locations where the Owner is doing work either by contract or by its own forces, or where such other works may be affected by the contract, in order that conflict may be avoided and the work under these specifications be harmonized with that under other contracts, or with specifications be harmonized with that under other contracts, or with other work being done in connection with, or growing out of, operations of the Owner. Nothing herein contained, however, shall be taken to relieve the Contractor of any of its obligations or liabilities under the contract.
- 13.1.4. The Consultant shall not have authority to waive the obligation of the Contractor to perform the Project work in accordance with the Contract Documents. Failure or omission on the part of the Consultant to condemn unsuitable, inferior or defective work and /or labor and material or equipment furnished under the contract shall not release the Contractor or Contractor's bond from performing the Project in accordance with the Contract Documents.
- 13.1.5. Determination of "OR EQUAL". The Consultant will be the sole judge in the question of "or equal" of any supplies of materials proposed by the Contractor. The Contractor shall pay to the Owner the cost of test and evaluations by the Consultant to determine acceptability of alternates proposed by the Contractor, in accordance with the established rates of the Consultant for time and expense, the total cost of which may be offset by the Owner against the contract price.
- 13.1.6. Inspection of Work and Materials: The Consultant will make periodic visits to the job to familiarize Consultant generally with the progress and quality of the

Contractor's work. The Consultant will carry out reasonable inspections of the work to determine if it is proceeding in accordance with the Contract Documents.

- 13.1.7. The Consultant shall at all times have access to the Project to observe the progress and quality wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for necessary inspection and testing. If any work should be covered up without approval or consent of the Consultant, it must, if required by the Owner, be uncovered for inspection at the Contractor's expense. After inspection, the Owner may order a re-examination of questioned work, and if so ordered, the Contractor shall uncover the work. If such work is found by the Consultant to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

14. DISPUTE RESOLUTION

- 14.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days of a party notifying the other parties in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 14.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in the county in which the Project is located, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with all participating parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.
- 14.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Superior Court of the County in which the Project is located. The court shall determine all questions of law and fact without empanelling a jury for any purpose.
- 14.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any

breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

- 14.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

15. LIMITATION OF ACTIONS

- 15.1. **CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.**

16. ADDITIONAL PROVISIONS

- 16.1. Discrimination. In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, Contractor, its sub-contractors, or any person acting on behalf of Contractor or its sub-contractor shall not, by reason of race, religion, color, sex, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 16.2. Independent Contractor. The Contractor and Owner agree the Contractor is an independent contractor with respect to the Services. Nothing in this Agreement shall be considered to create the relationship of employer or employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded to Owner employees by virtue of the Services provided under this Agreement. Owner shall not be responsible for withholding or otherwise deducting federal income tax or social security, or for contributing to the State Industrial Insurance program, or for otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
- 16.3. Assignment of Contract/Subcontractors. Contractor shall not assign this contract or assign or subcontract all or any portion of the work of any Services without prior Owner approval.
- 16.4. Severability. If any term, provision, condition, or other portion of this Agreement, or its application to any person is held to be inoperative, invalid, or void, then the same shall not affect any other term, provision, condition, or any other portion of this Agreement or its application to any person.
- 16.5. Cumulation of Remedies. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the

exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 16.6. Non-Waiver of Breach. No term or provision hereof shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party, or waiver of, the breach of the other whether expressed or implied shall not constitute a continuing waiver of or consent to, nor excuse a different or subsequent breach. The failure of Owner to enforce one portion of this Agreement shall not constitute a waiver, or excuse the breach, of another portion of this Agreement.
- 16.7. Authority. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement and understands and agrees to be bound by its terms.
- 16.8. Modification. This Agreement may only be amended or modified by the mutual written agreement of the parties. All amendments or modifications shall be signed by both parties and be attached to this Agreement.
- 16.9. Standard of Performance. All work to be performed by Contractor shall be performed in a workman-like manner in accordance with generally accepted professional practices in effect at the time such work is performed.
- 16.10. Notices. Any notices to be delivered shall be directed to the attention of the following:

NOTICES TO BE SENT TO: Contractor (Aviat Networks): Attn: <u>Paul Panzica</u> (<u>520</u>) <u>850-4420</u> (telephone) <u>paul.panzica@aviatnet.com</u> (email)	NOTICES TO BE SENT TO: OWNER (SNO911): Attn: <u>Howard Tucker</u> (<u>360</u>) <u>722-0522</u> (telephone) <u>htucker@sno911.org</u> (email)
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- 16.11. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Contractor. With the exception of properly executed written modifications, representations, either written or oral, that do not conform to the "modification" section of this Agreement, shall not be considered part of this Agreement.

SECTION II - PUBLIC WORKS PROVISIONS.

1. SUBCONTRACTOR RESPONSIBILITY (RCW 39.06.020)

- 1.1. The Contractor shall include the language of this section 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 subcontractor's subcontracts adjusting only as necessary the terms

used for the contracting parties. On request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that each subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

1.2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1.2.1. Have a current certificate of registration in compliance with chapter 18.27 RCW;

1.2.2. Have a current Washington State unified business identifier number;

1.2.3. Have industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW; an employment security Department number as required in Title 50 RCW; a state excise tax registration number as required in Title 82 RCW; an electrical contractor license, if required by Chapter 19.28 RCW; an elevator contractor license, if required by Chapter 70.87 RCW; and

1.2.4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

1.2.5. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

2. PREVAILING WAGES

2.1. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted on the Project site. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years, and is not prohibited from bidding on public works contract. The Contractor further certifies that it will use no sub-contractor who is prohibited.

2.2. Prevailing Wages for the county in which the Project is located can be found at: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

3. BOND

- 3.1. Contractor shall provide a performance and payment bond to the Owner in accordance with RCW 39.08.010. Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to Owner in a form substantially in compliance with the form included in the Contract Documents.

4. RETAINAGE

- 4.1. Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.
- 4.2. Monies retained under this Section shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28
- 4.3. The Contractor agrees to notify Owner within five (5) days of the receipt of any of the following:
 - 4.3.1. Notification that a lien may be claimed by any person, firm or corporation furnishing materials, supplies or equipment to any subcontractor for work on the project in accordance with RCW 60.28.015.
 - 4.3.2. Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.
 - 4.3.3. The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.
 - 4.3.4. In the event the retainage is insufficient to cover payment of the items set forth in Section 17.2 Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies

5. PROJECT SAFETY.

- 5.1. The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work to complete the Project. The services of Owner's employees or the Owner's agents or Consultant's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
- 5.2. Contractor is responsible for locating any underground utilities affected by the Project and is deemed to be an excavator for purposes of chapter 19.122 RCW. Contractor shall be responsible for compliance with chapter 19.122 RCW, including utilization of the "one

call" locator system before commencing any excavation activities. Contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and Health Act. The Contractor shall be responsible to notify, pay for and coordinate Contractor's work with One Call service at 456-8000.

- 5.3. All work shall be performed to comply with all county, state and federal safety regulations. Barricades, signs, guards and warning lights shall be installed around the construction site necessary to protect persons from injury. Security fencing is required until the project site is secure and all openings are lockable.

6. SUSPENSION OF THE WORK

- 6.1. The Owner may, at any time suspend the Project, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor within fourteen (14) calendar days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall not reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.
- 6.2. Suspension of the Project by the Owner shall not furnish any ground for claim by the Contractor for damages or extra compensation, but the period of such suspensions shall be taken into consideration in determining the revised date for completion as hereinafter provided. The Contractor shall not suspend work under the contract without the written order of the Owner as stated in the preceding paragraph. The Contractor will be required to work a sufficient number of hours per day in order to complete the project within the days specified. The Owner shall determine the question as to the necessity of discounting any portion of the Project by reason of unfavorable weather conditions.
- 6.3. Upon failure of the Contractor to carry out the orders of the Owner or to perform work under the contract in accordance with its provisions, the Owner may suspend the work for such period, as Owner deems necessary. Time lost by reason of such failure or in replacing improper work or materials shall not furnish any ground to the Contractor for claiming an extension of time or extra compensation and shall not release the Contractor from damages of liability from failure to complete the work within the time prescribed.

7. USE OF COMPLETED PORTION OF PROJECT

- 7.1. The Owner shall have the right to take possession of and use any completed or partially completed portions of the Project, notwithstanding that the time may not have expired for completing the entire Project. Such taking possession and use shall not be deemed to be completion of the contract in respect to such work nor shall the same be deemed to be any acceptance of any work not completed in accordance with the Contract Documents.

8. PLANS AND WORKING DRAWINGS

- 8.1. Upon receipt of award of contract, the Contractor shall carefully study and compare all drawings, specifications and other instructions and shall, prior to ordering material or

performing work, report in writing to the Owner any error, inconsistency or omission in respect to design, mode of construction or cost which Contractor may discover. If the Contractor, in the course of this study or in the accomplishment of the Project, finds any discrepancy between the drawings and the physical condition of the locality as represented in the drawings, or any such errors or omissions in respect to design, mode of construction or cost in the drawings or in the layout as given by points and instructions, it shall be Contractor's duty to inform the Owner immediately in writing. Any work done after such discovery, until correction of drawings or authorization of extra work is given, if the Owner finds that extra work is involved, will be done at the Contractor's risk. If extra work is involved, the procedure shall be as provided in changes in the Project.

- 8.2. Conformity With and Deviations From Plans and Stakes: The Contractor shall preserve bench marks, reference points and stakes, and in case of destruction or removal thereof for any reason, the Contractor is responsible for the resulting cost for replacement and shall be responsible for any mistakes and loss or damage arising therefrom which may be caused by absence, destruction, removal or disturbance thereof.

9. FINAL ACCEPTANCE

- 9.1. All material and completed work are subject to final inspection by the Owner.
- 9.2. Completion and/or Correction of Work and Remedies Before Final Payment: If the Contractor should neglect to prosecute the work properly and/or fail to perform any provision of this contract, the Owner after seven (7) calendar days' written notice to the Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and deduct the cost thereof from payments then or thereafter due the Contractor.
- 9.3. The Contractor shall promptly remove from the construction site all materials condemned by the Owner as failing to conform to the contract, whether incorporated in the Project or not; and the Contractor shall promptly replace and re-execute the work in accordance with the intent of the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within the period herein above described, the Owner may remove and store any such material at the expense of the Contractor. If the Contractor does not pay the cost of such removal within ten (10) calendar days from the date the notice to the Contractor of the fact of such removal, the Owner may, upon an additional ten (10) calendar days' written notice, sell such materials at public or private sale, and deduct all costs and expenses incurred, including costs of sale, accounting to the Contractor for the net proceeds remaining, and the Owner may bid at any such sale. The Contractor shall be liable to the Owner for the amount of any deficiency from any funds otherwise due the Contractor.
- 9.4. The Contractor shall bear the risk of loss or damage for all finished or partially finished work until the Owner finally accepts the entire contract.

10. SUPERINTENDENT AND SUPERVISION

10.1. The Contractor shall keep on the construction site during progress of the Project a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The superintendent shall represent the Contractor in Contractor's absence and all directions given to the superintendent shall be as binding as though given to the Contractor. Instructions to the Contractor shall be confirmed in writing upon Contractor's request in each case. The Contractor shall give efficient supervision to the Project, using Contractor's best skill and attention.

11. SEPARATE CONTRACT -INTERFERENCE WITH OTHER CONTRACTORS

11.1. The Owner reserves the right to perform work with its own forces or to let other contracts for work under similar general conditions in connection with this project, of which the work is awarded to one or more contractors under separate contract is a part. The Contractor shall afford the Owner and other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their respective work and shall properly connect and coordinate Contractor's work with theirs.

12. GENERAL CONTRACTOR RESPONSIBILITIES

12.1. Permits, permission under franchises, licenses and bonds of a temporary nature necessary for and during the prosecution of the Project, and inspection fees in connection therewith shall be secured and paid for by the Contractor. Where the Owner is required to secure such permits, permission under franchises, licenses and bonds against the Contractor the Owner may offset the costs incurred against the contract price.

12.2. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work required by the Contract Documents. If the Contractor observes that the Contract Documents, or any part thereof, are inconsistent or at variance therewith, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be made as provided in the contract for changes in Project. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations or prior to obtaining permits, permission under franchises, licenses and/or bonds as required to be furnished by or obtained by the Owner, Contractor does so at Contractor's own risk and without payment or reimbursement from Owner unless Owner shall have given written approval thereof to the Contractor.

12.3. The Contractor shall continuously maintain adequate protection of the Project from damage and shall protect the Owner's property from injury or loss arising in connection with or during the existence of this contract. Contractor shall make good any such damage, injury or loss, except such as may be directed due to errors in the Contract Documents or caused by agents or employees of the Owner. Contractor shall adequately protect adjacent property from loss or damage occasioned by performance of the work.

Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

13. WARRANTY

- 13.1. Upon acceptance of the contract work, contractor must provide the Owner a one-year warranty bond in a form and amount acceptable to the Owner. The contractor shall correct all defects in workmanship and materials within one (1) year from the date of the Owner's acceptance of the contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the Project shall extend for one (1) year from the date such correction is completed and accepted by the Owner. The contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the Owner of the defect. If the contractor does not accomplish the corrections within a reasonable time as determined by the Owner, the Owner may complete the corrections and the contractor shall pay all costs incurred by the Owner in order to accomplish the correction.

SECTION III – EQUIPMENT PURCHASE

1. EQUIPMENT.

- 1.1. This Agreement is for the purchase of new equipment listed in Exhibit 4 together with all described parts, systems and equipment that conforms to the terms of this Agreement "Equipment".

2. SCOPE OF WORK

- 2.1. Contractor agrees to deliver to Owner fully functional Equipment that meets the specifications set forth in this Agreement and its various attachments.
- 2.2. Owner promises and agrees with Contractor to engage Contractor to provide the Equipment as described in this Agreement and for Contractor to complete and finish the same according to the plans and specifications set forth in this Agreement and Attachments.

3. DELIVERY AND RISK OF LOSS

- 3.1. Contractor agrees to deliver to Owner fully functional Equipment, free of defects, that conforms to the specifications set forth in this Agreement no later than June 1, 2025 F.O.B. 1121 SE Everett Mall Way, Suite 200; Everett, WA 98208; provided, the risk of loss for any defect or damage to the Equipment shall remain with Contractor until the Equipment is accepted by Owner.
- 3.2. Contractor shall, at the request of Owner, provide a representative to demonstrate the operation of the Equipment and to train and instruct Owner representatives regarding the operation of the Equipment at the time of delivery.

4. ACCEPTANCE.

4.1. Acceptance of the Equipment shall occur after the Equipment passes post-delivery inspections and tests. Risk of loss for any defect or damage to the Equipment shall remain with Contractor until the Equipment is accepted. The fact that Owner uses the Equipment for the inspection and tests shall not constitute acceptance.

5. REJECTION.

5.1. Owner reserves the right to inspect the Equipment for any defects, irregularities, non-conformities, and defects in workmanship and appearance, and to reject a non-conforming or defective Equipment. Owner will notify Contractor of the rejection of the Equipment in writing. Owner will also provide Contractor with a written description of the reason(s) for rejection. Owner will hold the Equipment in its possession with reasonable care at Contractor's disposition for a time sufficient to permit Contractor to remove the Equipment. If Contractor gives no instructions within a reasonable time after notification of the rejection, Owner will store the Equipment at Contractor's expense and such expense shall become a security interest in favor of Owner.

6. CURE

6.1. If Owner has rejected the Equipment for a defect or non-conformity, or the Equipment has or develops a defect after acceptance of the Equipment, Contractor shall have thirty (30) days to cure the defect; provided, Contractor provides Owner written notice of Contractor's intent to cure the defect and assures Owner that it is capable of curing such defect. Owner shall notify Contractor in writing of its discovery of any defect within thirty (30) days of the actual discovery of the defect. The cure of the defect shall be at the sole expense of the Contractor, and Contractor shall cover all costs of such cure.

6.2. Unless otherwise agreed to in a separate writing signed by the parties, Contractor shall have one opportunity to cure each defect for which it has been placed on notice or which Contractor discovers. Any agreement to cure defects of the Equipment shall not constitute a settlement of claims brought pursuant to the terms of this Agreement.

6.3. If, at any time, Contractor discovers a defect in the Equipment, Contractor shall, within two (2) days of discovery, notify Owner of such defects in writing and shall promptly cure such defect, if Contractor so chooses, pursuant to this section.

7. WARRANTY

7.1. Contractor warrants and guarantees that the Equipment will be manufactured in accordance with the specifications set forth in the attachments to this Agreement. Contractor shall provide express warranties consistent with the requirements in the Bid Specifications.

- 7.2. The implied warranties of merchantability and fitness for a particular purpose, as set forth in sections 62A.2-314 and -315 of the Revised Code of Washington, shall apply to the Equipment. These implied warranties shall apply even though they may be disclaimed in an attachment to this Agreement or other documents supplied by the Contractor, such that this section shall prevail over such disclaimer, and such disclaimer shall not apply. The inspection of or failure to inspect the Equipment shall not constitute a waiver or cancellation of the implied warranties.
- 7.3. Contractor shall provide all paperwork relating to warranty coverage of the Equipment or their components to Owner upon delivery of the Equipment. In the event of any discrepancy or inconsistency between the paperwork and this Agreement, the provisions providing the greatest warranty protection to Owner shall control.

8. OWNERSHIP AND TITLE.

- 8.1. Upon acceptance of the Equipment and payment by Owner pursuant to this Agreement, ownership and title of the Equipment shall pass to Owner free and clear of any interest or lien.

SECTION IV - SERVICES

1. SCOPE OF SERVICES.

- 1.1. Owner retains Contractor to perform the Services designated in **EXHIBIT 1 thru 4** “the Services” together with such other services as requested by Owner. All services provided shall be performed at the direction of Owner. Contractor agrees to use competent and experienced personnel to provide the services necessary to complete the Services in accordance with the agreed project schedule and in a competent and professional manner and to furnish or procure the use of incidental services, equipment, and facilities as necessary for the completion of the Services. Owner reserves the right to approve the primary personnel designated by Contractor to perform services under this Agreement. This Agreement is not intended to create a relationship in which Owner contracts exclusively with Contractor for similar or related services or in which the Contractor serves Owner as its sole client. Owner reserves the right to use the services of other Contractors for both general and specific projects at Owner’s sole discretion.

2. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY.

- 2.1. Any records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the services provided hereunder shall be the property of the Owner whether the project for which they were created is executed or not. No confidential information obtained or created by Contractor shall be disclosed to any person or party other than the Owner without the Owner’s prior written consent.

3. CONFLICTS OF INTEREST.

- 3.1. Contractor agrees not to perform similar services for private parties on projects within Owner if the performance of such services conflict in any way with the Contractor's performance of the Services for Owner.

4. WARRANTY.

- 4.1. Contractor agrees and warrants that the Services shall be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and same or similar locality. When the findings and recommendations of Contractor are based upon information supplied by Owner and others, Contractor is entitled to rely on such information.

5. SPECIAL SERVICES.

- 5.1. Special services may be required in conjunction with the Services that are outside the professional expertise of Contractor. When, in the opinion of the Contractor, such expertise is required to complete the Services, the Contractor shall so advise Owner. Owner may directly obtain such special professional expertise and pay the cost thereof or, Owner, at its sole discretion, may direct Contractor to retain such special expertise and pay the cost thereof, subject to reimbursement by Owner plus ten percent (10%) for administration, taxes and insurance.

Owner- SNO911

Contractor- Aviat Networks

By: _____

By: _____

Name _____

Name _____

Dated: _____

Dated: _____

Includes Exhibits:

Dispatch Site Relocation

Exhibit 1: Project Scope of Work

Exhibit 2: DC Power Calc –prelim

Exhibit 3: Site-line (4 hops)

Exhibit 4: Site line path

Exhibit 5: Bill of Materials Pricing Proposal Spreadsheet

Statement of Work

Snohomish County 911 (SNO911), WA
Dispatch Site Relocation, 4-Hop MW Project
NA230213-72740
Project Services

Release 8.1
03/05/2024

Issue Releases

Issue Number	Issue Release Date	Changes	Preparer
1.0	02/23/2023	Initial Release	C. Menor
2.0	03/05/2023	Services	G. Galvan
3.0	07/31/2023	Customer requested design revisions	C. Menor
4.0	08/09/2023	Services updated	G. Galvan
5.0	08/18/2023	Minor updates to the System Summary (Section 1.4)	A. Kretzschmer
6.0	09/25/2023	Updates to Sections 2.00 & 3.00 based on discussion between Paul Panzica (Aviat) and Howard Tucker (SNO911)	A. Kretzschmer
7.0	02/28/2024	Updates to Project Summary Table (Section 1.2), System Summary (Section 1.4) and updates to Sections 2.00, 3.00 & 4.00 concerning responsibilities.	C. Menor, A. Kretzschmer & P. Panzica
8.0	03/01/2024	Minor updates to Sections 2.00, 3.00 & 4.00 with input for SNO911.	A. Kretzschmer
8.1	03/04/2024	Updated project name to reflect 4-Hops	C. Menor

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EXECUTIVE SUMMARY

1.1. Purpose of Document

This Statement of Work ("SOW") specifies the deliverables and defines the responsibilities and other relevant terms applicable to the planning and delivery of microwave and associated products from Aviat U.S., Inc. ("Aviat Networks" or "Aviat") and its partners, as well as the professional services required to engineer and implement the proposed solution for Snohomish County 911 (SNO911), WA ("Customer").

Execution of the services listed in this SOW is governed by Aviat's standard terms and conditions ("Agreement"). Neither party is obligated to provide any services until the Agreement is executed by both parties and an order has been placed for services by Snohomish County 911 (SNO911), WA and accepted by Aviat Networks. Where the terms of the Agreement differ from the terms of the SOW, the terms in the SOW shall control. Any capitalized term not defined herein shall have the meaning ascribed to it in the Agreement.

1.2. Project Scope

This SOW applies to Dispatch Site Relocation, 4-Hop MW Project proposed by Aviat Networks and cannot be extended to other projects. Aviat Networks will provide the following services to Snohomish County 911 (SNO911), WA:

- | | |
|--|---|
| ☒ Project Management | ☒ Network Engineering |
| ☒ Transmission Engineering | ☒ Project Engineering |
| ☒ Configuration Engineering/Drafting | ☐ MPLS Network Services |
| ☒ Factory Integration and Testing | ☒ Antenna & Line Installation |
| ☒ Radio Installation and Testing | ☒ Network Integration |
| ☒ Radio Decommission | ☐ Antenna System Decommission |
| ☒ DC Power System Installation and Testing | ☐ DC Power System Decommission |
| ☒ Civil Construction | ☐ Field Technical Support |
| ☐ Structural Mapping | ☐ Structural Analysis |
| ☐ Existing Radio Baseline Testing | ☐ Existing Waveguide Sweeps |
| ☐ Tower/Monopole Design, Supply and | |
| ☒ Additional Scope | |

North Campus Only - Cabinet, Generator (30 KV), Fuel Tank Supply and Installation, tower mapping, foundation mapping and structural analysis.

Prevailing Wages: Yes

Freight Terms: Destination

Any required services or material not specified in this SOW will be provided by Snohomish County 911 (SNO911), WA and will not be considered part of Aviat Networks' responsibilities. Aviat Networks reserves the right to quote and perform services not specified in this SOW in accordance with the terms and conditions of the Agreement. Once Aviat Networks approves the new services, the new services will be added to this SOW in a mutually signed amendment to this SOW and the release of a new services purchase order. For a full list of Aviat provided equipment, please refer to the project equipment list.

Snohomish County 911 (SNO911), WA and Aviat Networks acknowledge that meeting the planned project completion date requires the cooperation of the parties. Any changes requested by Snohomish County 911 (SNO911), WA before the design freeze date stated in Appendix B will be considered part of the design finalization phase of the project and not subject to a formal change order, if at Aviat Networks' sole discretion, the requested change falls within the original scope and hours of the project. Any changes requested by Snohomish County 911 (SNO911), WA after the design freeze date will be subject to review by Aviat Networks and may, at Aviat Networks' sole discretion, result in a change order fee and/or a delay in delivery to the field. See Appendix B for more detail on the design freeze.

Completion and accuracy of all deliverables are subject to the integrity of the information provided by Snohomish County 911 (SNO911), WA. Aviat Networks is not responsible for validating the accuracy of the information provided by Snohomish County

911 (SNO911), WA. Any changes resulting from incorrect information provided by Snohomish County 911 (SNO911), WA or any third party associated with Customer, will be charged to Snohomish County 911 (SNO911), WA as a billable change order. Snohomish County 911 (SNO911), WA furthermore agrees that any delays caused by inadequate site readiness for which Snohomish County 911 (SNO911), WA was responsible for may prohibit Aviat Networks from meeting the project completion date, and Aviat Networks may adjust the completion date. Unless otherwise agreed to in a mutually signed amendment to this SOW, any cost impact such delays might have on this SOW will be charged to Snohomish County 911 (SNO911), WA as a billable change order. In the event of such delays, Aviat Networks and Snohomish County 911 (SNO911), WA will make a reasonable effort to resolve the issue and mutually agree on new project milestones.

Documents, deliverables, and work submitted by Aviat Networks to Snohomish County 911 (SNO911), WA shall be reviewed and approved in ten (10) working days from the date of receipt. If the documents, deliverables, or work submitted by Aviat Networks include equipment production or OEM ordering, Customer shall not review, approve, or comment on the documents, deliverables, or work, and the documents deliverables, or work shall, at Aviat's option, either be (i) placed on hold or (ii) deemed accepted.

Aviat shall invoice Customer for equipment upon shipment of the equipment. Aviat shall invoice Customer for services upon completion of the services. Customer shall pay all invoices issued by Aviat within thirty (30) days of Aviat's issuance of the invoice. If Customer does not pay an invoice within thirty (30) days of issuance of the invoice, Aviat shall assess a late penalty of the lesser of one-and-a-half percent (1.5%) or the greatest amount allowed by law.

Project Summary

Number of Hops	4	Number of Sites	5
Number of parallel RF Channels	3	Number of Sites	4
Radio Equipment Families	Eclipse/IRU600	Frequency Band(s)	11 GHz
Link Capacity	155Mbps	Protection Type(s)	1+0/Rina/MHSB
Traffic Types	Ethernet	Project Locations (States)	WA

1.3. Supporting Documents

The following documents will be provided by Aviat Networks in support of this project and must be accepted by Snohomish County 911 (SNO911), WA as part of the project completion. It is Snohomish County 911 (SNO911), WA's responsibility to provide signed copies of the documents to Aviat Networks before the final project completion.

	<u>Document</u>	<u>Reference Sec.</u>	<u>Master Document</u>	<u>Requires Customer Acceptance/Sign-off?</u>
Planning	Project Schedule	2.1, Appx A	Project Schedule	Yes
	Statement of Work		This document	Yes
	Statement of Work Sign-off	12	This document	Yes
Design	DC Power calculations	2.2, Appx B	Design Freeze Package	No
	Design Freeze Package	2.2	Design Freeze Package	Yes
	Equipment List	2.2	Equipment List	No
	Frequency Datasheets	2.2	Path Survey Report	No
	Floor Plan	2.2	Installation Specifications	Yes
	IP Plan	2.2, 14	Design Freeze Package	Yes
	NMS Plan	2.2	Design Freeze Package	Yes
	Path Calculations and Path Profiles	2.3, Appx C	Path Survey Report	No
	Path Survey Report	2.3, AppxC	Path Survey Report	Yes
	Rack Profiles and Wiring Diagrams	2.3, Appx B	Installation Specifications	No
	Site Survey Report	2.3, Appx C, D	Site Survey Report	Yes

	Synchronization Plan	2.2, Appx B	Design Freeze Package	No
	System Layout	2.2, Appx B	Design Freeze Package	No
	Traffic Plan	2.2, Appx B	Design Freeze Package	Yes
Implementation	Change Order Form	Appx G	This Document	Yes
	Equipment Installation Checklist	Appx E	Installation Specifications	Yes
	Installation Specifications	2.4, Appx E	Installation Specifications	No
	Field Acceptance Test Plan	2.4, Appx E	Installation Specifications	Yes
	Traffic Cutover Plan	2.4, Appx D, E	Installation Specifications	Yes
	RF Cutover Plan	2.4, Appx D	Installation Specifications	Yes
	As-Built Record Sets	3.4, 14	As Built Records	Yes
	Punch List Completion Report	3.4	Installation Specifications	Yes
	Site Installation Completion Report	3.4	Installation Specifications	Yes
	Project Completion Sign-off	3.4, 13	This Document	Yes
	Injury and Illness Prevention	Appx E	Installation Specifications	No

1.4. System Summary

Part 1 – SYSTEM DESCRIPTION

Aviat Networks' proposal includes Engineering, Supply, and Installation of one (1) new double door (dual rack) outdoor rated equipment cabinet, and four (4) new Eclipse IRU600 Packet Node microwave radio links for the Snohomish County 911 (SNO911) Dispatch Site relocation project in Washington. Out of the four new radio links being added, three of these will be an overbuild on three existing radio paths. The proposed new microwave radio system provides Native Ethernet transport services with similar configuration and feature set to the Eclipse/IRU600 microwave radio system that SNO911 recently purchased for the upgrade of their microwave radio backhaul ring network. It is assumed that the SNO911 network has fully transitioned all DS1 traffic to IP and the new radio equipment being proposed for this project will no longer have any DS1 hardware requirements.

Below is a summary of the SNO911 team's requirements to support their planned Dispatch site relocation from the current North Campus site to the New Facility site.

- Add the New Facility site to the existing SNO911 microwave radio network as a spur site by adding a 1+1 MHSB protected microwave radio link:
 - New Facility to North Campus: 11GHz 155Mbps 1+1 MHSB
 - SNO911 will supply and install a Nokia 7705 SAR and an Asentria SiteBoss RTU
- At the North Campus site
 - Add new microwave radios that replicate the existing 3 paths and install these in the new outdoor rated cabinet to be installed at the base of the tower.
 - Overbuild radio facing Marysville Tank: 11GHz 155Mbps 1+0 NP
 - Overbuild radio facing 76th Street: 11GHz 155Mbps 1+0 NP
 - Overbuild radio facing Gunnysack Hill: 11GHz 155Mbps 1+0 NP
 - New radio facing the New Facility site (single channel): 11GHz 155Mbps 1+1 MHSB
 - A new 48V DC power plant and waveguide pressurization system will be installed and integrated in the new outdoor equipment cabinet.
 - A new diesel-powered AC generator will be installed to provide backup power to the new outdoor equipment cabinet.
 - Separate metered electric power to be provided to generator and cabinets.
 - SNO911 will supply and install a Nokia 7705 SAR and an Asentria SiteBoss RTU in the new outdoor cabinet.
 - All the existing (3) microwave radio system will be relocated from the equipment room inside the building to the newly installed outdoor equipment cabinet. This includes installation of new waveguide and deinstallation of existing waveguide for the relocated radios.
 - North Campus facing Marysville Tank: 11GHz 155Mbps
 - North Campus facing 76th Street: 11GHz 155Mbps
 - North Campus facing Gunnysack Hill: 11GHz 155Mbps
- At the sites 76th Street, Marysville Tank, and Gunnysack Hill, add a new microwave radio that replicates the existing path from each respective site facing the North Campus site as an overbuild.
- Use an assumption that the new frequency channels for the 3 new overbuild radio links will be able to use the unused polarization of existing dual-polarization antennas. This will be the ideal scenario as this will help simplify the system cutover from the existing radio system inside the building, to the new/replacement system in the new cabinet outside the building.
 - Where a new channel on the adjacent polarization will not be available for any of these 3 hops, the IRU600 radio system ACU has the capability to support low-loss transmission of multiple channels (frequency stacking) over a single waveguide/single polarization.

The new radio links proposed for this project have been designed to provide 155Mbps (100xDS1) of air-link capacity equivalent to 197Mbps of Layer 1 Ethernet throughput (at 64-byte frames). The proposed Eclipse Packet Node microwave radio system to be installed will be equipped for native Gigabit Ethernet transport services which are to interface with SNO911 provided Nokia 7705 SAR.

The proposed new radio link has been designed to meet or exceed 99.9999% annual two-way path availability using the 11 GHz FCC band. Path performance calculation using the new Eclipse IRU600 Packet Node microwave radio system shall be optimized and finalized based on field LOS path surveys and site survey results under the previous project MSO# NA230728-44889. The new antennas being proposed are dual polarized and will be finalized upon completion of frequency coordination results. The proposed new waveguide lengths shall be finalized based on the site survey results.

Our proposal includes new seismic racks for the New Facility site. New radios being supplied for existing sites will be installed on existing racks. All new and existing MW radio equipment at the North Campus site to be installed in the new outdoor equipment cabinet will be powered by a new Eltek Flatpack S -48VDC 40A (N+1) Power System with a 310AH backup battery system to be supplied and installed by Aviat. The new proposed MW radio equipment to be installed at Rucker Hill, 76th Street, Marysville Tank, Gunnysack Hill, and the New Facility site will be powered by existing -48VDC power plant supplied and installed by SNO911.

1.5. MPLS Design Scope for Projects in which Aviat provides the MPLS routers

Our proposal does not include IP/MPLS hardware, software, or any related engineering services.

1.6. Validity of Quote

A Quote is an invitation for an offer and a notice to Customer of these conditions which automatically expires after one hundred and eighty (180) days from the date of Quote, (i) if Customer has not issued Aviat US a purchase order or, (ii) if the Quote is not signed by Customer and returned to Aviat US within such time frame.

1.7. Period of Performance

Project Period of Performance is **46** weeks After Receipt of Order (ARO) Any delays beyond Aviat's control will be addressed as a change order to Snohomish County 911 (SNO911), WA. This includes any changes to the design, field implementation and coordination requiring additional hours for the Network Engineer, Configurations Engineer, Drafter, Transmission Engineer, Program Manager, Project Engineer, and field crew(s).

1.8. Specific Personnel and/or Field Crew Request

When requested, Aviat will make every effort possible to utilize named personnel where personnel. However, if schedule and resource constraints arise requiring the use of alternate personnel, Aviat will communicate such resource plans with the client in a timely manner to allow for proper negotiations.

1.9. Field Crew Mobilization

Successful completion of installation, integration, and testing services are based on uninterrupted, contiguous-site installation and testing. Based on the proposed network design, Aviat has included **2** (Radio/Antenna and Civil Crew) field crew mobilization(s) for the duration of the project field implementation phase. Additional mobilizations will be billed on a time-and-expense basis.

If installation is delayed due to inclement weather, inaccessible sites(s), incomplete site preparation or construction, the following charges may apply and will be billed to Snohomish County 911 (SNO911), WA as a billable change order:

- Standby time for a tower tech / foreman will be charged at a rate of \$1,045 per person, per day.
- Standby time for radio technicians and Network Integrators will be charged at a rate of \$1,436 per person, per day plus per diem.
- If re-mobilization of the installation crew is necessary, then a two-week advance notice is required.
- Re-mobilization will be billed on a time-and-expenses basis.
- Service costing assumes use of 4-wheel drive vehicles for all project related vehicles. Additional requirements such as ATVs may require additional service costs.
- If the field crew(s) is required to work out of contiguous sequence due to conditions beyond the control of Aviat Networks, a charge equal to one day for each crew person will be assessed to the Customer for each occurrence.

1.10. Onsite Meetings

Aviat did not quote any onsite meetings for this proposal. Aviat assumes all meeting to be conducted online or through conference calls.

1.11. Site Accessibility: Towers, Antenna Structures and Shelter

Cranes, lifts, and specialty access equipment are considered outside of standard project scope unless otherwise declared in section 3.4.3 (Installation Services). Unless specifically identified, Aviat assumes all towers are climbable and antennas can be installed without the need of cranes and/or lifts. In addition, standard site access is achievable with a 4-wheel drive vehicle. Once a site survey has been completed and a determination made indicating a crane, lift or other specialty access equipment

is required, the item will be addressed as a change in scope and a subsequent Change Order will be delivered to the customer for the additional cost. Refer to Section 11, Appendix G for more information on the Change Order process.

1.12. ***Battery Long Term Storage and Charging requirements***

Storage Location

If the battery is not to be installed at the time of receipt, it is recommended that it be stored indoors in a cool [77°F (25°C) or less], clean, dry location. Do not stack pallets or cell terminal damage may occur.

The storage interval from the date of battery shipment to the date of installation and initial charge should not exceed six (6) months. If extended storage is necessary, the battery should be charged at regular intervals until installation can be completed and float charging can be initiated. When in extended storage, it is advised to mark the battery pallets with the date of shipment and the date of every charge. If the battery is stored at 77°F (25°C) or below, the battery should be given a freshening charge within 6 months of the date of shipment and receive a freshening charge at 6-month intervals thereafter. Storage at elevated temperatures will result in accelerated rates of self-discharge. For every 18°F (10°C) temperature increase above 77°F (25°C), the time interval for the initial freshening charge and subsequent freshening charges should be halved. Thus, if a battery is stored at 95°F (35°C), the maximum storage interval between charges would be 3 months (reference Appendix B). Storage beyond these periods without proper charge can result in excessive sulphation of plates and positive grid corrosion which is detrimental to battery performance and life. Failure to charge accordingly may void the battery's warranty. Initial and freshening charge data should be saved and included with the battery historical records.

2. PLANNING AND DESIGN RESPONSIBILITIES

2.1. Project Management

2.1.1. Project Management Responsibilities

Planning:		
	Develop project schedule for Aviat engineers	Aviat
	Develop project schedule for Snohomish County 911 (SNO911), WA's supporting vendors	Customer
	Establish an action register	Aviat
	Establish a communications plan	Aviat and Customer
	Establish a change management plan	Aviat and Customer
	Establish a risk management strategy	Aviat
	Provide quality standards and procedures document	Aviat
	Establish a resource management plan for Aviat resources	Aviat
	Develop a responsibility matrix, detailing principal team members by function	Aviat
	Provide details of Snohomish County 911 (SNO911), WA's principal team members by function	Customer
	Provide details of Snohomish County 911 (SNO911), WA's single point of contact for Aviat	Customer
Execution:		
	Act as primary point of contact for Snohomish County 911 (SNO911), WA	Aviat
	Finalize project terms and scope with Snohomish County 911 (SNO911), WA	Aviat
	Chair meetings to assign tasks, evaluate progress and address issues	Aviat
	Coordinate Aviat Networks' day-to-day activities through to project signoff	Aviat
	Coordinate Snohomish County 911 (SNO911), WA's supporting vendors' day-to-day activities	Customer
	Monitor progress against the agreed-upon project milestones	Aviat
	Report on progress as agreed to in the communications plan	Aviat
	Manage project risk through risk identification, quantification and mitigation	Aviat
	Ensure the terms and conditions of the contract are complied with	Aviat
Closeout:		
	Manage project close-out activities	Aviat
	Sign off on close-out activities and final deliverables	Customer

2.2. Microwave Network Design

Copies of equipment datasheets/user manuals	Aviat
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2.2.1. Network Design Responsibilities

Planning:		
	Microwave system requirements	Customer
	Existing traffic, IP and NMS plans	Customer
	Anticipated channel plan requirements	Customer
	Preliminary system design during or after initial proposal	Aviat
	Preliminary path calculations for selected Aviat Networks radios	Aviat
Design:		
	Final equipment list	Aviat
	Final path calculations and path profiles	Aviat

Site specific diagram (RP's and wiring diagrams)	Aviat
DS0 traffic plans	Customer
DS1/DS3/OC3 traffic plans	No
IP traffic plans	Aviat
NMS plan	Not Quoted
Synchronization plan	Customer
DC power calculations	Aviat
Traffic cut-over plan and method of procedure	Aviat
Field acceptance test plan	Aviat
Sign-off:	
Snohomish County 911 (SNO911), WA sign-off on final network design (design freeze)	Customer

2.3. Microwave Path Design

Path reliability	99.9995 %
BER	☐ 10 ³ ☒ 10 ⁶
SNO911 exempt from FCC license fee	☒ Yes ☐ No

2.3.1. Path Design Services Provided by Aviat

RF interference paper study	Aviat
RF field measurements	Not Quoted

2.3.2. Path Design Responsibilities

Planning:	
Documents relating to tower or structural analysis and drawings <i>Aviat to handle for North Campus site only</i>	Aviat
Documents relating to previous path surveys and frequency coordination	Customer
Historical path performance details on a per link basis	Customer
Path clearance objective for each path	Customer
Federal registration number (FRN) and username and password	Customer
Design:	
Path surveys to confirm path reliability objectives	Aviat
Site elevation and coordinates	Customer
Existing antenna mounting structure description and information (tower type)	Aviat
Existing building description and information	Aviat
Site plan (drawing with major landmarks for location purposes) <i>Aviat to handle for North Campus site only</i>	Aviat
Final path calculations and path profiles for each hop	Aviat
Identify locations of possible sources of spectral reflection	Aviat
Information concerning possible obstructions or obstacles	Aviat
Recommend antenna size, type, and mounting height	Aviat
Radio frequency coordination	Aviat
Tower permit application	Not Applicable
Prepare and submit FCC license application (where applicable – Form 601)	Aviat
Prepare and submit environmental impact data <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
Provide required environmental approvals or permits <i>Aviat to handle for North Campus site only</i>	Aviat and Customer

File FCC construction completion notice	Aviat
Sign-off:	
Approve recommended antenna size, type and mounting height	Customer
Snohomish County 911 (SNO911), WA sign-off on final path design	Customer

2.4. Project Engineering

2.4.1. Project Engineering Services Provided by Aviat

Site Surveys	Aviat
Floor plan installation scope	Aviat
Installation specifications	Aviat
Manage civil construction (North Campus site Only)	Aviat
Manage field installation	Aviat
Traffic cutover plan	Aviat
RF cutover plan	Aviat
Field acceptance test plan	Aviat

2.4.2. Project Engineering Responsibilities

Planning:	
Documents relating to tower or structural analysis and drawings <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
Site access policies and procedures	Customer
Site access as required	Customer
Building/shelter/enclosure access as required	Customer
Design:	
Site surveys	Aviat
Site plan (drawing with major landmarks for location purposes) <i>Aviat to handle for North Campus site only</i>	Aviat
Environmental data (if required) <i>Aviat to handle for North Campus site only</i>	Aviat
Tower and transmission lines:	
Existing tower description and information (tower type)	Aviat
Identify and define antenna mounting hardware	Aviat
Existing waveguide dehydrator information and their associated cabling	Aviat
Recommendation for tower upgrades <i>Aviat to handle for North Campus site only</i>	Aviat
Equipment and Shelter:	
Existing building description and information	Aviat
Flooring, ceiling, racking data, and requirements to mount new hardware <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
Identify demarcation types and location between new and existing equipment	Customer
Recommendation for placement of new equipment	Aviat and Customer
All power, existing and future, with breaker assignments <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
Identify any grounding issues and recommend improvements	Aviat
All structural information regarding power generator <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
Recommendation for any site or shelter upgrades	Not Applicable

Execution:		
	Ensure proper site readiness prior to the install start date Aviat to handle for North Campus site only	Aviat and Customer
	Coordinate day-to-day field install activities through to project signoff	Aviat
	Monitor field installation progress against the agreed-upon project milestones	Aviat
	Report on field installation progress as agreed to in the communications plan	Aviat
	Coordinate Aviat change orders until project completion	Aviat
	Coordinate finalization of project close-out drawings and documents	Aviat
	Review quality checklists and photos for defects	Aviat
	Coordinate system acceptance and project completion	Aviat
	Microwave Site Survey Report	Aviat
	Installation Specification	Aviat
	Traffic Cutover Plan	Aviat
	RF Cutover Plan	Aviat
	Field Acceptance Test Plan	Aviat
	Project Closeout Package	Aviat

3. INSTALLATION, INTEGRATION & TESTING

3.1. Installation Services

Tower	Not Applicable
Antenna system	Aviat
Antenna alignment	Aviat
Transmission line	Aviat
Shelter <i>Aviat to handle for North Campus site only (Cabinet)</i>	Aviat
Indoor rack and equipment	Aviat
AC power	Aviat
DC power	Aviat
Grounding	Aviat
Product / Network Integration test	Aviat

3.2. Integration Services

Microwave equipment integration	Aviat
Dehydrator integration	Aviat
NMS integration	Not Quoted

3.3. Testing Services

Station test	Aviat
Hop test	Aviat
System test	Aviat
Traffic cutover	Aviat
RF cutover	Aviat

3.4. Installation, Integration, & Testing Responsibilities

3.4.1. General Project Responsibilities

Obtain all necessary environmental and public agency approvals/documentation <i>Relevant to North Campus only and Aviat will provide the application but SNO911 will pay the necessary fees</i>	Aviat and Customer
Obtain all necessary construction permits and documentation prior to installation start <i>Relevant to North Campus only and Aviat will provide the application but SNO911 will pay the necessary fees</i>	Aviat and Customer
Provide site access in accordance with the project schedule	Customer
Normal road access for all project related vehicles	Customer
Transport of Aviat Networks supplied equipment to Customer warehouse	Aviat
Transport of Aviat Networks supplied equipment to sites	Aviat
Transport of Aviat Networks personnel to and from sites	Aviat
Safety and first aid material and supplies to Aviat Networks personnel	Aviat

3.4.2. Site and Civil Services

Leasing, zoning, permits and inspections <i>Relevant to North Campus only and Aviat will provide the application but SNO911 will pay the necessary fees</i>	Aviat and Customer
Soil analysis or provide report	Not Applicable
Foundation design for cabinets (<i>North Campus only</i>)	Aviat

Site construction (demolition, grading, erosion control, drainage, etc.) <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
Civil documentation for existing shelters and towers (subcontracted to NWTE as needed) <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
Structural design package required to support proposed antenna system <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
Structural analysis report for the existing and new antenna system <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
Site layout drawings, plot plans or applicable architectural blueprints <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
Locate and mark all site boundaries and features <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
Secure storage for all equipment including radios, antennas and racks	Customer
Standard equipment packaging	Aviat
Unpack Aviat Networks equipment and remove packing material from site	Aviat
Verify packing list to specifications	Aviat

3.4.3. Installation Services

Tower, Transmission Line, and Shelter:	
Antenna system support structures: towers, monopoles and tripods	Customer
Ground resistivity measurements and report of newly installed ground system	Customer
Cranes - * Refer to section 1.11	TBD after Surveys
Man Lifts - * Refer to section 1.11	TBD after Surveys
Vehicles (ATV, snowmobile, helo, etc.) - * Refer to section 1.11	TBD after Surveys
Other specialty hoisting / access equipment - * Refer to section 1.11	TBD after Surveys
Tower:	
Install tower foundation	Customer
Provide and install tower lights	Customer
Provide and install safety climb and safety climb ladder	Customer
Provide and install lightning rod	Customer
Provide and install platform	Customer
Provide and install footing hardware and penetrations for structure on rooftops	Customer
Adequate earth ground in accordance with EIA/TIE standard 222G	Customer
Connect tower ground to site ground, in accordance with EIA/TIA standard 222G	Customer
Provide and install tower or rooftop pole mounts	Customer
Provide and install standard tower leg pipe mounts	Aviat
Provide and install any required steel support members for side braces	Aviat
Provide and install specialized antenna mounts	Not Quoted
Provide and install standard face mounts	Not Quoted
All RF/microwave antenna mounting brackets	Aviat
Antenna feeder window/bridge and cable tray supports (North Campus only)	Aviat
Antennas and radomes at specified centerlines	Aviat
Ice shields at specified locations	Not Quoted
Tower painting	Customer
Provide and paint antennas to match structure or specific color	Not Quoted
Provide and paint lines to match structure or specific color	Not Quoted

Transmission line:		
Waveguide ladders <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Waveguide bridges <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Rooftop sleepers for transmission lines and ground plates		Customer
Provide and install cable trays		Customer
Provide and install transmission lines		Aviat
Provide and install hanger kits and ground kits		Aviat
Penetrate building walls or roof and install waveguide ports and entry plates		Aviat
Provide and install waveguide or coax boots at entry plates		Aviat
Provide and install lightning protector at entry points		Aviat
Provide and install conduit <i>Aviat to handle for North Campus sites only</i>		Aviat and Customer
Terminate and label waveguide or coax runs		Aviat
Provide and install pressurization equipment		Aviat
Perform dehydrator test		Aviat
Set dehydrator pressure to 4psi		Aviat
Waveguide / Antenna sweep (Basic): DTL - RL		Aviat
Waveguide / Antenna sweep (Enhanced): DTL – RL with Load		Not Quoted
Verify airtightness, by turning pressurization valve off for 4 hours and measuring pressure drop on each line (<0.5 PSI)		Aviat
Shelter:		
Provide cabinet and 30 KV Generator / Field Tank (24 hour backup) <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Provide and install cabinet, generator and fuel tank foundation <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Shelter installation		Customer
Indoor equipment and rack installation:		
Provide and install cable ladders or trays <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Provide and install new racks in specified locations		Aviat
Provide and install bracing supports		Aviat
AC/DC power equipment and/or ground installation:		
Perform electrical (underground conduits, trenching, AC power source, etc.) <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Provide and install ground ring <i>Aviat to handle for North Campus site only, to install to existing ground ring</i>		Aviat and Customer
Provide and install generator and fuel tank <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Provide and install AC circuit breakers to support Aviat Networks equipment <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Provide and install AC feeds from AC distribution to charger or UPS equipment <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Provide and install DC circuit breakers to support Aviat Networks equipment <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Provide and install charger racks <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Provide and install battery into charger rack or on floor as required <i>Aviat to handle for North Campus site only</i>		Aviat and Customer
Field integration services:		
Integrate Aviat Networks microwave equipment		Aviat
Integrate rack ground to ground distribution in shelter		Aviat

	Integrate DC wiring to specified distribution panels	Aviat
	Integrate payload wiring to designated demarcation	Aviat
	Integrate Ethernet wiring to designated demarcation	Aviat
	Integrate alarm contacts to designated demarcation	Aviat
	Integrate battery wiring to designated chargers <i>Aviat to handle for North Campus site only</i>	Aviat and Customer
	Connect radio antenna ports to waveguide flex sections	Aviat
	Install and integrate NMS software into Customer's radio network <i>Aviat to integrate new radios into existing NMS</i>	Aviat
	Customize NMS alarm designations	Not Quoted
Product test services:		
	Review and approve Aviat field acceptance test plan	Customer
Station test:		
	Perform grounding inspection	Customer
	Perform equipment inspection	Customer
Hop test:		
	Perform DC power system test	Aviat
	Measure charger floating/equalization voltages	Aviat
	Measure voltages on each battery cell	Aviat
	Verify charger/battery switching	Aviat
	Perform microwave equipment test	Aviat
	Transmit power output test	Aviat
	Receive signal level test	Aviat
	Receiver threshold (fade margin) test	Aviat
	Transmitter/receiver switching test	Aviat
	Layer 1 link aggregation test	Not Applicable
	Layer 2 link aggregation test	Not Applicable
	Adaptive modulation test	Not Applicable
	Ethernet test	Aviat
	AUX alarm/data card test	Aviat
	1-hour BER test on primary radio and 1-hour BER test on standby radio	Aviat
	Perform channel bank test	Customer
	Verify VF continuity/level at 1KHz	Customer
	Verify operation of E/M signaling	Customer
	Multiplexer test	Not Quoted
	IP phone test	Not Quoted
Network Integration test services:		
	Ring wrapping or Ethernet Ring Protection (ERP) tests	Not Applicable
	IP phone test	Not Quoted
	Network continuity test	Aviat
	12-hour BER test on primary side	Aviat
	12-hour BER test on standby side	Aviat
	RFC-2544 test	Aviat
	Y-1564 test	Not Quoted

	Provision element manager test	Not Quoted
	Traffic/RF cutover:	
	Provide technical personnel familiar with existing equipment and cutover plan	Customer
	Schedule cutover of all complete traffic immediately following installation	Aviat
	Transfer circuit wiring	Aviat
	Verify integrity of circuits being cutover	Customer
	Perform RF cutover	Aviat
	Perform Traffic cutover	Aviat
	Final site acceptance:	
	Notify all parties involved of site completion	Aviat
	Perform site installation inspection	Customer
	Complete indoor quality checklist	Aviat
	Complete tower quality checklist	Aviat
	Identify all critical punch list items	Customer
	Submit final punch list of all deficiencies to be corrected to Aviat	Customer
	Review, agree and sign off on final punch list	Aviat and Customer
	Sign off on Aviat Networks site installation checklist form	Customer
	Final system acceptance:	
	Sign off on Aviat Networks field acceptance test results	Customer
	Deliver as-built drawings for Aviat provided equipment	Aviat
	Resolution of Customer vendor issues affecting completion or project	Customer
	Sign off on Aviat Networks installation completion report	Customer
	Sign off on project acceptance based on acceptance criteria of project	Customer
	Issue final invoice for services upon acceptance of the system	Aviat

4. EQUIPMENT DECOMMISSION

4.1. Decommission Services

Tower	Not Quoted
Antenna system	Not Applicable
Transmission line <i>Aviat to handle for North Campus site only</i>	Aviat
Pipe mount	Not Quoted
Radio rack	Not Quoted
DC charger rack	Not Quoted
Battery	Not Quoted
Leave decommissioned equipment at the site	Not Quoted
Transport decommissioned equipment to customer warehouse <i>Aviat to handle for North Campus site only</i>	Aviat
Dispose decommissioned equipment <i>Aviat to handle for North Campus site only</i>	Aviat

5. APPENDIX A: PROJECT MANAGEMENT

Responsibilities

Aviat Networks will assign an Aviat representative to be the primary point of contact for this SOW ("Project Manager") for the duration of the project. The Project Manager will work with Snohomish County 911 (SNO911), WA to facilitate effective resource management, escalations, approval processes, scheduling, communication, and reporting with Aviat engineers and other designated vendors as needed. The Project Manager is responsible for maintaining control of the project and assuring compliance with the project and Customer specifications. Aviat Networks will not be responsible for the resolution of Snohomish County 911 (SNO911), WA vendor issues affecting the completion of the project. Any documentation and standards not listed in this SOW will default to Aviat Networks standards, where applicable.

Although face-to-face communication and on-site meetings with Snohomish County 911 (SNO911), WA are essential elements of the service, some activities that do not require face-to-face contact will be performed in the Project Manager's Aviat Networks office in order to reduce travel and living costs. These activities are at the discretion of the Project Manager. Refer to section 2.1.2 for a full list of Project Management responsibilities.

Project Schedule

The project schedule for Aviat engineers, Aviat sub-contractors, and for Snohomish County 911 (SNO911), WA's supporting vendors will be developed (or updated if a schedule is included with this proposal) and maintained in Microsoft Project and will identify project deliverables, key milestones, resource assignments, and track project progress against each milestone. Snohomish County 911 (SNO911), WA and Aviat Networks agree to collaboratively review and agree to the project milestones and deliverable dates prior to the execution of any services on the project. A copy of the project schedule will be available upon request in .pdf or .mpp format.

It will be the responsibility of Snohomish County 911 (SNO911), WA to track and deliver against all Snohomish County 911 (SNO911), WA internal (including Snohomish County 911 (SNO911), WA sub-contractors) milestones. The overall project plan generated by the Aviat Networks Project Manager will show major deliverable milestones, but not internal milestones of Snohomish County 911 (SNO911), WA or their contractors. Tracking of Snohomish County 911 (SNO911), WA and Snohomish County 911 (SNO911), WA's contractor internal milestones will remain the responsibility of the Snohomish County 911 (SNO911), WA.

Communications Plan

Establishment of a communications plan will be done in accordance with the principles of project management established by the Project Management Institute (PMI®) unless otherwise agreed to. The plan will involve representatives from Aviat Networks and Snohomish County 911 (SNO911), WA and any other entities as mutually agreed between the parties for project kickoff meetings, periodic progress meetings, or problem escalations as needed. The plan will include the location and frequency of any such meetings, the format for formal communication and meeting minutes, attendee or distribution lists with contact details, methods of communication, and escalation and management level lists.

Snohomish County 911 (SNO911), WA will make appropriate staff available for regular consultation and meetings with the Aviat Networks Project Manager. Customer's failure to attend regular meetings or respond to Aviat Networks questions in a timely manner could result in a delay of the project deliverables and a billable change order.

Change Management Plan

Establishment of a change management plan will be done in accordance with the principles of project management established by the Project Management Institute (PMI®) and will include confirmation from Aviat Networks and Snohomish County 911 (SNO911), WA's understanding of the process. Each party will work closely with the other to manage any scope changes through the term of the project and understand their impact on the project performance from a cost, quality, and schedule perspective. Any such change may be subject to a change order fee and will be communicated to Snohomish County 911 (SNO911), WA prior to the implementation of the change. Any change order approvals will be submitted in writing. Refer to section 1.2 and Appendix B for more details on change orders.

Quality Standards and Procedures

Quality standards and procedures documents will be provided by Snohomish County 911 (SNO911), WA prior to execution of this SOW. If no documentation is provided by Snohomish County 911 (SNO911), WA prior to execution of this SOW, the standards and procedures will default to Aviat Networks best practices guide.

Resource Management Plan

Establishment of a resource management plan will be done in accordance with the principles of project management established by the Project Management Institute (PMI®), identifying principal team members by function, including backup resources (if required).

Closeout Activities

During the project closeout, all quality photos will be reviewed, completion documents will be signed with no exceptions, RMA completed, and final billing and invoicing released. It is recommended that Snohomish County 911 (SNO911), WA provide Aviat Networks with performance feedback during this time to promote continuous improvement within Aviat Networks.

Snohomish County 911 (SNO911), WA Responsibilities

Snohomish County 911 (SNO911), WA shall:

- Provide details of Snohomish County 911 (SNO911), WA's principal team members by function during the project kickoff meeting.
- Provide details of Snohomish County 911 (SNO911), WA's single point of contact for Aviat during the project kickoff meeting.
- Provide all other relevant documentation or resources to assist in gathering information not stated in this SOW.
- Provide access to sites, shelters, buildings, enclosures, facilities or any other areas as required.
- Provide updates as necessary of any site readiness issues to be resolved prior to start of work. This includes, and is not limited to, permitting, leasing, zoning, insurance, etc.
- Provide security clearances and/or escorts as required for field survey and installation activities.
- Provide access to pertinent databases, planning requirements, including strategic plans, expansion scenarios, growth projections, introduction of new services and wireless technology.

6. APPENDIX B: NETWORK ENGINEERING

Microwave System and Network Design

The Aviat Networks representative who oversees the network ("Network Engineer") will provide the overall technical direction of the system design and will work with Snohomish County 911 (SNO911), WA to insure system integrity, verify that all sub-systems and Aviat Networks furnished OEM equipment is compatible, and that the desired performance of the system is realized.

The network design portion of the project consists of three phases:

1. Preliminary design
2. Final design
3. Design freeze

Preliminary Design Phase

During the preliminary design phase, the Network Engineer will gather data to establish the design criteria and any special Customer requirements that need to be incorporated into the final design. The Network Engineer will review and translate the system configuration into specific hardware requirements. Equipment selection will be based on the requirements, input and requests from Snohomish County 911 (SNO911), WA, functionality of the equipment, and recommendations from the Network Engineer. Aviat Networks will provide Snohomish County 911 (SNO911), WA with a summary of the preliminary system design prior to commencing field surveys. All preliminary designs are subject to change. Changes can include, but are not limited to changes based on:

- Survey results.
- Vendor shortages or long lead times.
- Customer requests.
- Engineering recommendations.

Design Finalization Phase

After receipt of the order and the project kickoff meeting, Aviat Networks and Snohomish County 911 (SNO911), WA enter into the design finalization phase. During this phase, the Network Engineer will incorporate any required changes stemming from the path and/or site surveys into the design and confirm the final design details. Changes can include but not limited to:

- Antennas (types, sizes, models, quantities, and mounts).
- Waveguide (types and lengths), waveguide accessories and dehydrators.
- Power systems, cabling, and other material that could not be finalized prior to conducting the field surveys.

During this phase, Snohomish County 911 (SNO911), WA may also request changes to the system design if the changes fall within the original scope and hours of the projects. Any changes outside of the original scope or agreed schedule are subject to review and acceptance by Aviat Networks to determine the impact and cost on the overall project.

Aviat Networks will provide a formal submission detailing the final system design and equipment list and highlight changes needed to the preliminary design. Snohomish County 911 (SNO911), WA shall review the data and schedule a meeting, if necessary, to discuss any concerns. If no concerns are noted, it is Snohomish County 911 (SNO911), WA's responsibility to approve the final design in writing (email is acceptable) before the design is frozen and equipment is placed on order (unless otherwise agreed to in this SOW or with the Project Manager). Any delay in the approval of the final design could result in a delay in material delivery to the field. This might require a review by Snohomish County 911 (SNO911), WA and Aviat Networks of the project schedule and deadlines.

Design Freeze Phase

As part of the Design Finalization Phase, a date will be set for the design freeze at which the final design and all changes must be approved and accepted by both parties. Following the design freeze, the Bill of Materials and documentation will be submitted to Aviat's factory and the system will be scheduled for manufacturing. The Network Engineer will concurrently review all design documents and finalize any traffic plans, NMS plans, synchronization plans, traffic cutover requirements, as well as any special factory and field acceptance testing requirements for the project. During the Design Freeze Phase, the design is frozen and no further changes to the system design will be accepted without a formal change order and reevaluation of the project and delivery schedules. Refer to the project schedule for details on the planned start and finish dates for each of these phases.

Deliverables

- The equipment list refers to the final bill of material ("BOM").
- The design freeze package refers to the final path calculations, path profiles, rack profile and system drawings, traffic plans, IP plans, NMS plans, synchronization plans, and/or DC power calculations.

7. APPENDIX C: TRANSMISSION ENGINEERING

Microwave Path Design

The Aviat Networks representative who oversees transmission (“Transmission Engineer”) ensures the delivery of the best possible network solution by providing the technical direction for the over-the-path RF performance of Aviat Networks system implementation. All microwave paths designs are preliminary, pending final path surveys and frequency coordination. This includes:

- Antenna selections, antenna centerlines, and antenna mounts.
- Total transmission line lengths.
- Path calculations and profiles.
- The size, type, quantity and configuration of each component.

Equipment proposals are simply a reflection of these preliminary designs and subject to change. It is further understood that any changes to existing or proposed antenna centerlines could justify the need for tower stress analysis or, if modification is impractical, construction of a new tower. Any such requirements will be the responsibility of Snohomish County 911 (SNO911), WA unless otherwise stated in the Agreement.

In the event that Snohomish County 911 (SNO911), WA elects not to use Aviat Networks to perform path surveys, the performance of the microwave system will not be guaranteed by Aviat Networks and it will be up to Snohomish County 911 (SNO911), WA to resolve any path reliability or obstruction issues. Refer to the [Warranty of Path Engineering Services](#) section below for further detail.

In the event that Customer selects Aviat Networks to perform the path surveys, a formal submission detailing the results of the path survey and highlight changes needed to the preliminary design will be submitted to Snohomish County 911 (SNO911), WA. It is expected that Snohomish County 911 (SNO911), WA review the path survey data and schedule a meeting, if necessary, to discuss any concerns or alternate means of providing path continuity/system reliability. If no feedback is received from Snohomish County 911 (SNO911), WA before the final system design approval, Aviat Networks will assume Snohomish County 911 (SNO911), WA's acceptance of the survey data, and will immediately proceed with frequency coordination (if applicable).

Microwave Path Survey, Frequency Planning and Licensing

The microwave path survey shall include the following services:

- Identify geographical location of sites and antenna, waveguide length and tower requirements.
- Verify path clearance objectives for each of the paths from existing or new tower locations.
- Document obstruction, critical points, and reflection points in each of the paths.
- Verify tower coordinates and site elevations.
- Establish coordinates and height requirements for new towers, as needed for governmental agency registration and licenses filed by Snohomish County 911 (SNO911), WA.
- Confirm antenna centerlines and waveguide length requirements. Catalog antennas on the existing structures noting any space limitations in the survey report. An Aviat engineer will review the tower for new antenna design space limitations specific to this project only but will not perform a complete tower audit.
- Perform frequency coordination based on available FCC records to reduce the potential for interference between internal or external radio sources on a given system or network.
- Aviat Networks, upon receipt of Snohomish County 911 (SNO911), WA's authorization, will prepare the FCC License Application Form 601 with the appropriate technical data. Information such as site location, radio type, and frequency will be listed. Aviat Networks will complete and submit the Construction Complete Form 601 on line via FCC Universal Licensing System (“ULS”).
- File Antenna Structure Registration (“ASR”) form for towers over 200 feet.

The results of the survey will be utilized by Aviat Networks for preparation of final performance calculations, frequency coordination, government licensing, and tower registration requirements. In the event where Aviat Networks will not be performing the path survey, Snohomish County 911 (SNO911), WA shall provide all the documents needed for Aviat Networks to complete the frequency coordination, licensing, and final system design. Aviat Networks will not be held accountable for validating the accuracy of the information provided by Snohomish County 911 (SNO911), WA and assumes no responsibility in any inaccuracies of any part of the path engineering based on the information provided by Snohomish County 911 (SNO911), WA or any contact affiliated with Snohomish County 911 (SNO911), WA. Any corrective action required as a result of this will be billed to Snohomish County 911 (SNO911), WA as a billable change order.

Survey Procedures

Preliminary path profiles are drawn based on the supplied site coordinates and contour information extracted from the best available topographic mapping. A field site survey is conducted to verify site coordinates and elevations based on North American Datum 1983 (“NAD83”) and gather information related to the proposed radio equipment and antenna locations, site access, and site development constraints. A field path survey is then conducted to verify path profile elevations, measure all natural and manmade potential obstructions and assess the reflective potential of all natural and manmade surfaces. Antenna centerline heights were calculated for the proposed frequency band by applying suitable clearance criteria based on the propagation characteristics of the geographic area. The path survey report is considered to be a representation of the information gathered in the field and as such, reflects a snap-shot

in time at the time of the survey. It is not intended to show the final as-built configuration if any of the parameters were changed or updated after the survey report has been released.

Path calculation sheets are then generated for each hop, based upon the recommended centerline heights. Antenna sizes and the choice of propagation protection diversity are chosen to meet the required fade margin and the desired path propagation reliability. Propagation outage and reliability calculations are based on the Vigants model (ref. "Space Diversity Engineering", BSTJ, 1/75).

Design Criteria

Path clearance criteria must be established for each path on the basis of total system performance objectives, economic considerations, and careful analysis of local atmospheric conditions derived from published climatological data, where available, and reported microwave transmission experience pertinent to the area. Antenna heights much greater than actually needed cause an unwarranted increase in system cost, and on paths with significant ground reflections, this can increase the exposure to multipath and ground reflection signal fading. It is desirable to locate the antennas high enough so that even under severe super-standard atmospheric refractive conditions (surface ducting) there is adequate clearance such that signal entrapment does not significantly degrade the fade margin of the path or generate excessive multipath fade activity. The choice of clearance criteria for a microwave path is a balance between cost and performance.

The path clearance criterion as applied to a given geographic area is a function of the degree and direction of atmospheric beam bending and can conveniently be defined by the equivalent earth radius K factor:

$$K = \frac{\text{Effective Earth's Radius}}{\text{Actual Earth's Radius}}$$

The median propagation value of $K = 4/3$ allows the normal microwave horizon to be slightly extended when compared to the optical horizon; however, under certain meteorological conditions (for example, during nighttime super-refractivity usually associated with temperature inversions) the value of K increases to 2 or greater for periods of several minutes to several hours. This increases the path clearance and results in the heavy multipath fade activity seen on some reflective paths and antenna decoupling power fading on others.

Clearance Criteria

The criteria used to design a radio path in regions where the C-factor is equal to or less than 1:

- Main to Main:
 - o 100% first Fresnel zone radius over $K=4/3$, or
 - o 60% first Fresnel zone radius over $K=1$, whichever is greater
- Main to Diversity:
 - o 60% first Fresnel zone radius over $K=4/3$ (Not Applicable)

The criteria used to design a radio path in regions where the C-factor is greater than 1:

- Main to Main:
 - o 100% first Fresnel zone radius over $K=4/3$, or
 - o 30% first Fresnel zone radius over $K=2/3$, whichever is greater
- Main to Diversity:
 - o 60% first Fresnel zone radius over $K=4/3$ (Not Applicable)

Microwave path performance calculations and warranties

The microwave path design models most frequently employed within the industry (e.g., Vigants, and ITU-R P-530) provide a reasonably accurate (and therefore usually guaranteed) estimate of the cumulative time a path will be out of service due to random atmospheric multipath fading under normal atmospheric conditions. **These models do not (and cannot) accommodate abnormal, unusual, anomalous, or otherwise unpredictable conditions of weather or atmospheric refractivity.**

Microwave frequency engineering/inter-system interference analysis

Aviat Networks will partner with Comsearch, a CommScope company, to provide cost-effective frequency planning and FCC licensing services for radio communications systems (if required). The planning software used, considers specific operating parameters of both the proposed microwave system and the environment microwave systems (license and proposed) to properly consider the interference potential of the new path or system. Parameters and data elements incorporated into the modeling include, but are not limited to:

- Antenna type, antenna height, elevation, antenna radiation pattern
- Receiver filter performance
- Terrain
- Radio modulation
- Path orientation
- Receiver threshold

These elements are required to accurately predict specific interfering levels into and from the existing microwave systems. The accuracy of the calculations is ensured by real-time maintenance of the Comsearch point-to-point microwave, earth station, radio equipment, antenna, interference objective, and contact database.

Microwave frequency selection

The interference analysis performed on the microwave system identifies available frequencies considering existing and proposed systems found in the Comsearch database. When applicable, an analysis of the systems in the adjacent bands can be done to ensure the microwave system does not receive unwanted threshold degradation. In bands shared with satellite systems, an analysis of potential interference with earth stations and with the geo-stationary satellite orbit can also be done. Additionally, co-located or nearby transmitters already licensed in the required frequency band can be identified in order to reduce the possibility of “bucking” an existing high/low frequency plan that could increase the possibility of receiver overload or reflective interference from a nearby system.

Microwave frequency coordination and FCC licensing

The majority of microwave bands subject to FCC Rule Part 101 require prior coordination with existing licensees. Aviat Networks will partner with Comsearch to perform the frequency coordination and FCC licensing on behalf of the Customer (if required). The procedure will include notification of the technical parameters of the proposed system to all existing and proposed licensees in the area and frequency band of operation. Frequency coordination will also be performed with Canadian and Mexican authorities in border areas when necessary. By FCC rule, recipients are given 30 days to respond, or in some cases an expedited response can be requested.

Upon completion of the prior coordination process, documentation required to satisfy FCC Rule Part 101.103 (d) can be prepared on behalf of the Customer. This will include any necessary exhibits, including supplemental showings required upon submittal of the requested license application. The FCC filing process includes:

- Filing of the FCC Form 601 microwave application upon written approval from Customer and providing an electronic copy of the application to Customer via email.
- Tracking the status of the application until the license is granted by the FCC. Amendments will be handled expeditiously on behalf of Customer for any questions or concerns from the FCC.
- Email notifications to the licensee when the license is granted by the FCC.
- Filing of the required completion of construction notification with the FCC upon written approval from the licensee and notification of the filing via email.

Special Considerations

On all microwave radio paths traversing urban areas there exists the possibility of multiple on- and off-path structural reflections which generate long-delayed echoes, as well as terrain scatter RF intra- and inter-system interference. Long delayed, low-level echoes have no effect on digital radio performance; however, the terrain scatter mechanism cannot be accurately predicted nor precisely measured without an extensive and expensive field trial. Consequently, this mechanism is specifically excluded from all current industry-wide path survey and frequency coordination performance guarantees.

The structure supporting the microwave antenna can take many forms. The antenna is most often mounted on a tower but can be mounted on a variety of structures such as roof tripods, penthouse wall, wooden telephone pole, or metal monopole. It is recommended that Customer conduct a structural analysis of the support structure to determine if the structure will support the additional loading imposed by the antenna and its mount. The structure must also meet the twist and sway requirements per EIA/ANSI 222G.

Site Access

Access to work sites will be made available by Snohomish County 911 (SNO911), WA for a minimum of 10 hours per day, 5 days per week or per the agreed schedule in the project plan. All roads leading to work sites shall not require more than a 4-wheel drive vehicle unless stated otherwise and agreed to by both Snohomish County 911 (SNO911), WA and Aviat Networks. Any delays or additional cost caused by poor road conditions or site access issues not discussed prior to the start of the surveys will be billed to Snohomish County 911 (SNO911), WA as a billable change order and could have a negative impact on the project completion schedule.

FCC Rules for Filing Accuracy

CFR 47, Part 1.929 specifies that filing accuracy for site coordinates shall be (+/-) 1” latitude and longitude, and for ground elevation (+/-) 1 meter (3.28 ft.). Part 1.929(k) (covering modification of FCC licenses) specifies that any change in site coordinates >5” latitude or longitude shall require prior authorization and re-coordination. Therefore, wherever our survey results deviate more than (+/-) 5” latitude or longitude, or more than +3.28 ft. site elevation, frequency re-coordination will be recommended.

Terms and Conditions

When Aviat Networks performs reliability calculations or path studies (path profiles from mapping or digitized data only) based solely on information supplied by or on behalf of the Customer, these calculations and studies are provided solely for budgetary purposes and shall not be construed as or be used for an installable design.

When conducting a path survey, Aviat Networks will verify site coordinates and ground elevations, and record trees and man-made fixed obstructions on the path. This information will be recorded on the profile for that particular path. Aviat Networks will assign an appropriate growth factor to tree heights.

When Aviat Networks performs frequency planning based, in part or its totality, on data provided by the Customer at the time of the study, Aviat Networks will not be responsible for any interference case that might arise due to errors or omissions in such data. As the usage of microwave bands increase and there is more sharing with satellite services, it may be necessary to perform frequency interference studies and additional path surveys (to determine blockage) to alleviate the possibility of interference from satellite earth stations.

Warranty of Path Engineering Services

Aviat Networks warrants that the installed radio communication path will conform to Customer's multipath performance reliability objectives when Aviat Networks has performed the path survey, recommended the path design, and implemented such recommendations. This warranty is for a period of fifteen (15) months from the date of the survey or one (1) year from the date of installation of the microwave path, whichever expires first. All Aviat Networks field activities and path propagation analysis will utilize current hardware, software, engineering practices and judgment with the goal of meeting normal Path Loss, as defined in TIA/EIA Standard RS-252-A.

Aviat Networks is not responsible for paths that it does not survey, nor for changes in path design beyond those specifically allowed in the path survey report or in writing after the field survey is completed, including but not limited to:

- Any change in path design;
- Any movement in site locations;
- Any building or other structure built on-path after date of survey;
- Any disturbance of the terrain which may cause blockage or reflection;
- Any additional frequency interference source;
- Any change of available antenna mounting space on tower.

Any one of these changes listed will nullify the warranty, and the Customer shall in such case bear the total cost of determining that such change was the cause.

Aviat Networks will not be responsible for degraded path performance when such degradation is due to such anomalous propagation conditions as:

- Long-term loss of fade margin due to antenna decoupling misalignment caused by widely-varying k-factor changes;
- Long-term loss of fade margin due to atmospheric boundary layering ("ABL") causing wave front defocusing (beam spreading), signal entrapment (blackout fading), ducting, and other such occurrence.
- Excessive rain outage rates beyond the published crane and/or chart data used in the calculation;
- Degradation resulting from certain types of multipath interference attributed to unidentifiable off-path terrain features or structures;
- Any other technological or atmospheric condition not foreseeable through the exercise of prudent engineering knowledge and judgment.

Additionally, Aviat Networks will not be responsible for degraded path performance when:

- Non-Aviat Networks radio equipment is installed on a surveyed path;
- Aviat Networks radio equipment is not installed by Aviat Networks;
- Existing antenna and waveguide system is used without test and inspection performed by Aviat Networks.

Aviat Networks designs the microwave path based upon engineering practices and standards common to the industry. When path loss or reliability objectives are not achieved, Customer's sole remedy, and Aviat Networks' exclusive liability in connection with path engineering, shall be that Aviat Networks will provide incremental labor and material to optimize the antenna system to meet the requirements created during initial installation.

Where anomalous propagation is suspected in an installed microwave path, Aviat Networks will work with the Customer to obtain reasonable evidence that such condition exists. The total retroactive costs for such study shall be the responsibility of the Customer, and Aviat Networks will provide in-office engineering support at Customer's expense. The cost of relocating towers, antennas, passive reflectors, or other measures required to remedy this type of problem shall be the sole responsibility of the Customer.

Limitations

THE LIMITED WARRANTY CONTAINED IN THIS SOW CONSTITUTES AVIAT NETWORKS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE MEDIA OR LICENSED PROGRAMS. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER'S EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY AVIAT NETWORKS WARRANTY. THE TOTAL LIABILITY OF AVIAT NETWORKS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SOW.

ANY WARRANTY CLAIM NOT SENT TO AVIAT NETWORKS IN WRITING DURING THE APPLICABLE WARRANTY PERIOD IS WAIVED BY CUSTOMER. REPLACEMENT EQUIPMENT, SERVICES, SOFTWARE MEDIA AND LICENSED AVIAT NETWORKS PROGRAMS ARE WARRANTED ONLY FOR THE BALANCE OF THE UNEXPIRED PORTION OF THE ORIGINAL WARRANTY PERIOD, IF ANY.

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL AVIAT NETWORKS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST SAVINGS, OR LOST OR CORRUPTED DATA, OR (C) LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY EVEN IF AVIAT NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY).

IN NO EVENT SHALL AVIAT NETWORKS' TOTAL LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE LESSER OF ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED UNDER THIS SOW.

THIS SECTION SHALL SURVIVE THE TERM OR EXPIRATION OF THE AGREEMENT. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR MISUSE OF THE EQUIPMENT OR LICENSED PROGRAMS, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE.

8. APPENDIX D: PROJECT ENGINEERING

Microwave Site Design

The Aviat representative overseeing implementation ("Project Engineer") will perform field site surveys to verify that telecommunications equipment can be installed, powered and commissioned effectively at each site, antennas, waveguide and accessories can be connected to radios (towers, shelters and buildings), and Customer traffic, alarms and dehydrator lines are fully engineered.

Microwave Site Survey

The microwave site survey is intended to gather data and identify the gap(s) between the site's present state and the site readiness for equipment installation, document any visible issue with the existing infrastructure and equipment that would pose a quality or safety issue during installation, gather environmental data and requirements for telecommunication equipment to function properly (including but not limited to HVAC, temperature, humidity, the general state of the facility as well as seismic evaluation and compliance if required), record flooring, ceiling, racking data and requirements to mount new equipment (including floor plans, relay rack profiles, aisle numbering plans, and ceiling hangers, ladders, and anchor materials required to meet quality and safety standards.

The survey is also intended to record AC, DC, grounding (as is and to be), and breaker assignments and ensure power and grounding standards are met, identify demarcation types and location between new and existing equipment as well as the type of termination and the details required to terminate to the Customer provided equipment, identify existing radio equipment (fixed and mobile) as well as their operating frequencies, record existing waveguide, dehydrator component and their associated cabling, identify all required or existing tower structures, mounting structures, antenna mounting types, waveguide ladder systems, entryway into telecom shelters, and energy sources.

The results of the survey will be published and released in a site survey report and will be utilized by Aviat Networks for preparation of final power calculations, waveguide requirements, field OEM requirements, installation specifications, field test plans, and traffic cutover plans. In the event where Aviat Networks will not be performing the site survey, Snohomish County 911 (SNO911), WA shall provide all the documents needed to Aviat Networks to complete the site engineering and final system design. Aviat Networks will not be responsible for validating the accuracy of the information provided by Snohomish County 911 (SNO911), WA and assumes no responsibility in any inaccuracies of any part of the site engineering and microwave site design when such design is based on the information provided by Snohomish County 911 (SNO911), WA or any contact affiliated with Snohomish County 911 (SNO911), WA. Any corrective action required as a result of this will be billed to Snohomish County 911 (SNO911), WA as a billable change order.

Site Access

Access to work sites will be made available by Snohomish County 911 (SNO911), WA for a minimum of 10 hours per day, 5 days per week or per the agreed schedule in the project plan. All roads leading to work sites shall not require more than a 4-wheel drive vehicle unless stated otherwise in this SOW and agreed to by both Snohomish County 911 (SNO911), WA and Aviat Networks. Any delays or additional cost caused by poor road conditions or site access issues not discussed prior to the start of the surveys will be billed to Snohomish County 911 (SNO911), WA as a billable change order and may have a negative impact on the project completion schedule.

Field Installation Management

Aviat Networks will manage the day-to-day activities of the field installation with support from Snohomish County 911 (SNO911), WA to ensure the project remains on schedule as per the agreed project schedule.

9. APPENDIX E: INSTALLATION, INTEGRATION & TESTING

The installation, integration, and testing services include design-supported methodologies, product expertise, and field-proven processes to help ensure a quality installation and testing of critical system paths and hardware so that the network performs according to its design. Aviat Networks will designate a primary point of contact to answer any Snohomish County 911 (SNO911), WA questions, provide guidance, and address issues specific to this service.

This SOW is based on an Aviat Networks standard installation schedule of 10-hour days, 5 days per week. Aviat Networks will adjust this SOW for work week schedules outside of Aviat Networks' standard. Installation work performed during maintenance windows is not included in this SOW unless specifically identified. All work will be done in accordance with Aviat Networks' best practices guide.

Scope

Delivery of this service will utilize the design documentation developed as part of the planning and design phase. Field crews will utilize this documentation to:

- Install antenna systems
- Install transmission lines
- Install cabinet, generator (30KV) with fuel tank (24 hr backup) at North Campus
- Install indoor microwave equipment, racks and components
- Install AC/DC power equipment and/or grounding
- Perform antenna alignment
- Perform system integration
- Perform system testing

System implementation is predicated upon completion of civil construction and complete site readiness. Antenna, waveguide and equipment installation activities will be performed at the same time on a per-site basis. As part of the delivery of this service, Aviat Networks may choose to integrate equipment at the manufacturer's location to minimize onsite installation time and provide a common point for quality assurance inspections. If staging areas are utilized as part of the project, equipment and materials will be delivered from these facilities to site by the installation crews. ***It is recommended that Snohomish County 911 (SNO911), WA provide maintenance technicians during any service affecting work.***

Site Access

Access to work sites will be made available by Snohomish County 911 (SNO911), WA for a minimum of 10 hours per day, 5 days per week or per the agreed schedule in the project plan. All roads leading to work sites shall not require more than a 4-wheel drive vehicle unless stated otherwise in this SOW and agreed to by both Snohomish County 911 (SNO911), WA and Aviat Networks. Any delays or additional cost caused by poor road conditions or site access issues not discussed prior to the start of the installation, integration or testing services will be billed to Snohomish County 911 (SNO911), WA as a billable change order and could have a negative impact on the project completion schedule.

Site Services

All work permits, public agency approvals, leasing agreements, zoning permits or inspections required at each site, soil analysis, foundation design, civil documentation for existing shelters or towers, architectural blueprints, plot plans, structural analysis for new or existing antenna systems, location of all site boundaries and features (including locating and marking tower location, true North, property boundaries, paved areas, landscaping, fences and any other underground/overhead obstruction which could interfere with construction and access), and/or other related documentation for this project will be obtained, conducted, completed and made available to all parties involved prior to the start of any installation, integration or testing services. All other construction and installation work will be conducted in accordance with local city, county, state, and government laws and regulations.

All equipment including radios, antennas and racks will be stored by Customer in a secure location at the site or at a designated location. Snohomish County 911 (SNO911), WA shall be responsible for the loss of any equipment, tools, or personal belongings from any secured location provided or monitored by Snohomish County 911 (SNO911), WA.

Installation

Snohomish County 911 (SNO911), WA shall verify that each site is ready for installation and commissioning activities, including Snohomish County 911 (SNO911), WA supplied equipment installation and power up prior to the start of any such services and shall be responsible for any delay caused or cost incurred due to sites not being ready, as stated in the project scope of this SOW.

An inspection will be performed with Snohomish County 911 (SNO911), WA after completing the physical installation. Workmanship deficiencies will be noted on a punch list for immediate correction. This inspection is not intended to verify operation of the new system or suitability of components, but rather to inventory and document that all equipment and materials from the schedule of values are installed to acceptable workmanship quality standards. Site drawings will be reviewed and red-lined to reflect the installed condition.

Testing

Test crews will begin work immediately after installation is complete. Testing, based on a standard set of Aviat Network test cases, will be performed on all provided equipment to confirm configuration, operation and manufacturer's specifications. Test data will be recorded on field test sheets, by technical field personnel who will also be responsible for documenting test results and any changes made to the design documentation.

The test crews will be trained on the equipment and utilize test equipment to perform all tests. Test equipment will have valid calibration certifications, which can be verified prior to commencing any tests. It is recommended that Snohomish County 911 (SNO911), WA take the opportunity to have their maintenance technicians witness or participate in field commissioning testing to gain on-the-job training and experience on the new system components.

Commissioning tests will consist of a set of standard Aviat Networks test cases and include turn-up and performance verification tests and circuit tests to verify end-to-end continuity and equipment operation as well as any other tests documented in the field acceptance test plan. The field acceptance test plan shall be approved and agreed to by Aviat Networks and Snohomish County 911 (SNO911), WA prior to test execution. Test results will be recorded on field test data sheets and submitted to Snohomish County 911 (SNO911), WA. Refer to the field acceptance test document for details on the test to be performed.

System tests will be performed on a logical section/loop of the system. The system tests will be designed to demonstrate performance and functionality of system features as-well as end-to-end operation of individual circuits/services. System test results will establish benchmark system performance and operation prior to cut-over and acceptance. The test data sheets prepared during commissioning and system testing will become the base line document for maintenance and performance evaluation of the system over an extended period of time. Snohomish County 911 (SNO911), WA will be required to review the commissioning and acceptance testing and results and red-lined drawings and provide approval of the data and authorization to proceed with cut-over activities.

Traffic Cut-over

Cut-over activities are anticipated to occur as DC, antenna and radio sub-systems are implemented. The Commissioning and system-level test activities verify that the new system is ready to accept traffic. Preparation, planning, logistics, and technical support are the critical elements in transferring existing services to a new system. Snohomish County 911 (SNO911), WA infrastructure is utilized for control of mission critical infrastructure; therefore, processes must also be put in place to minimize interruptions as well as to restore the original service in the event of unforeseen situations.

Safety

The health and safety of all individuals, whether in the field, plant or office, takes precedence over all other concerns. Management's goal is to prevent accidents and to reduce personal injury and occupational illness and comply with all safety and health standards. A code of safe conduct is important to the efficiency of operations. To the greatest degree possible, Snohomish County 911 (SNO911), WA will provide physical safeguards required for personal safety and health in keeping with the highest standards. Aviat Networks requires a written report from Customer for all accidents and incidents, no matter how small.

Safety and first aid material and supplies will be provided to all Aviat Network construction and installation personnel or made available at each site for the duration of this project. All safety and first aid material will be stocked at acceptable levels and will have not exceeded the expiration dates where applicable. Snohomish County 911 (SNO911), WA will be responsible for providing Aviat Networks with the location and phone numbers of all local emergency agencies.

10. APPENDIX F: ASSUMPTIONS & EXCLUSIONS

The following assumptions will govern the delivery of the project management service:

- This SOW and associated pricing is based on Snohomish County 911 (SNO911), WA completing all items set forth in this SOW as being Snohomish County 911 (SNO911), WA responsibility to ensure site readiness.
- Any inaccuracies in FCC data may drive additional services costs during field implementation. In addition, any other troubleshooting tasks related to frequency interference issues that are not directly attributable to Aviat Networks are subject to additional service fees at rates defined in this SOW.
- All equipment interconnections or termination points, unless specified otherwise, are estimated to be fifty (50) feet. This project does not include any cabling between buildings, rooms, or floors, unless specifically identified in this SOW.
- Customer provided construction drawings will have sufficient details for Aviat engineering to order antenna mounting or any other related material required. Any re-engineering to provide correct mounts or material required by Aviat Networks may increase cost to Snohomish County 911 (SNO911), WA.

Unless otherwise stated in this SOW, the services provided by Aviat in this SOW shall be subject to the following terms:

- Aviat shall not be responsible for managing Snohomish County 911 (SNO911), WA project responsibilities and deliverables.
- This SOW is a listing of roles and responsibilities to be provided by Aviat Networks. Aviat Networks shall not be responsible for the condition of existing equipment or the deficiencies of non-Aviat Networks provided labor. Only the labor addressed in this SOW shall be provided by Aviat Networks.
- On-site technicians will decline any Snohomish County 911 (SNO911), WA request for work outside the scope of work defined and agreed upon in this SOW unless it is addressed in a change order.
- Aviat Networks proprietary documentation used by service delivery teams to perform this service is not available to Snohomish County 911 (SNO911), WA.
- Aviat shall not provide proprietary information on methods, procedures, or tools to perform the services in this SOW.
- Aviat shall not perform any and services that are not specifically described within this SOW as being provided by Aviat Networks.
- Aviat Networks will not be responsible for the resolution of other vendor issues affecting the completion of the cutover. Aviat Networks can provide guidance and support to Snohomish County 911 (SNO911), WA in resolving interoperability issues, where applicable.
- Aviat shall not repair equipment not in the engineering drawings. Equipment requiring repair that is not included in the engineering drawings but is still under warranty must follow Aviat's repair and return procedures.
- Additions or changes to ironwork, cable racks, or fiber ducts are not included and can be quoted separately after site visit information is collected
- AC power drop wiring within three (3) feet of DC power plants is excluded, unless specifically quoted

11. APPENDIX G: FIELD CHANGE ORDER PROCEDURE

Any change to the proposed system configuration, the number of sites, type of equipment, type of services, project responsibilities, or any other change to this SOW will be considered as a change in scope and will be subject to the following process:

- The Customer or Aviat Networks identifies a change of project scope of work.
- Aviat Networks Project Manager or Network Engineer will submit a proposed field change order authorization or an amendment to this SOW containing documentation of the proposed additional activity and an additional cost.
- An authorized Customer representative shall review and approve the field change order authorization or the amendment to this SOW in writing prior to changes to the scope of work being started.

Aviat Networks
200 Parker Drive, Suite C100A
Austin, Texas 78728
Phone: (512) 582-4600
Fax: (512) 582-4605

CHANGE ORDER FORM

Snohomish County 911 (SNO911), WA
Dispatch Site Relocation, 4-Hop MW Project
NA230213-72740

This amendment hereby modifies and amends the Statement of Work ("SOW") between Aviat, U.S., Inc. ("Aviat Networks") and Snohomish County 911 (SNO911), WA ("Customer") entered into on [insert SOW effective date here] as follows:

The following products **and** services are hereby **<added/deleted>** to the SOW at the specified prices. All other terms and conditions of the SOW remain unchanged.

Customer:	Snohomish County 911 (SNO911), WA	Contract #:	
Phone:		Contract Date:	
Fax:		Change Order #:	
Email:		Aviat SO #:	

Line #	Description	QTY +/-	Unit Price	Ext Price +/-
1				
2				
3				
4				
5				
6				
7				
8				
9				
Subtotal Booking				\$
Tax (as applicable)				\$
Freight				\$
Other				\$
TOTAL THIS CHANGE				\$

Aviat U.S., Inc.		Snohomish County 911 (SNO911), WA	
Approved By:		Approved By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	



12. STATEMENT OF WORK SIGN-OFF

Snohomish County 911 (SNO911), WA
Dispatch Site Relocation, 4-Hop MW Project
NA230213-72740

Aviat Networks and Snohomish County 911 (SNO911), WA agree that this SOW will govern the scope, roles, and responsibilities associated with the delivery of this project.

The parties also agree that material changes to the project scope or deviations from the assignment of responsibilities between Aviat Networks and Snohomish County 911 (SNO911), WA shall require a change order or amendment to the project schedule.

Aviat U.S., Inc.		Snohomish County 911 (SNO911), WA	
Approved By:		Approved By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

13. PROJECT COMPLETION SIGN-OFF

Complete one page for every site.

Snohomish County 911 (SNO911), WA

Dispatch Site Relocation, 4-Hop MW Project

NA230213-72740

<Site Name>

Equipment:

The Aviat Networks supplied microwave equipment has been completely installed and tested and has been accepted for traffic use with the following exceptions:

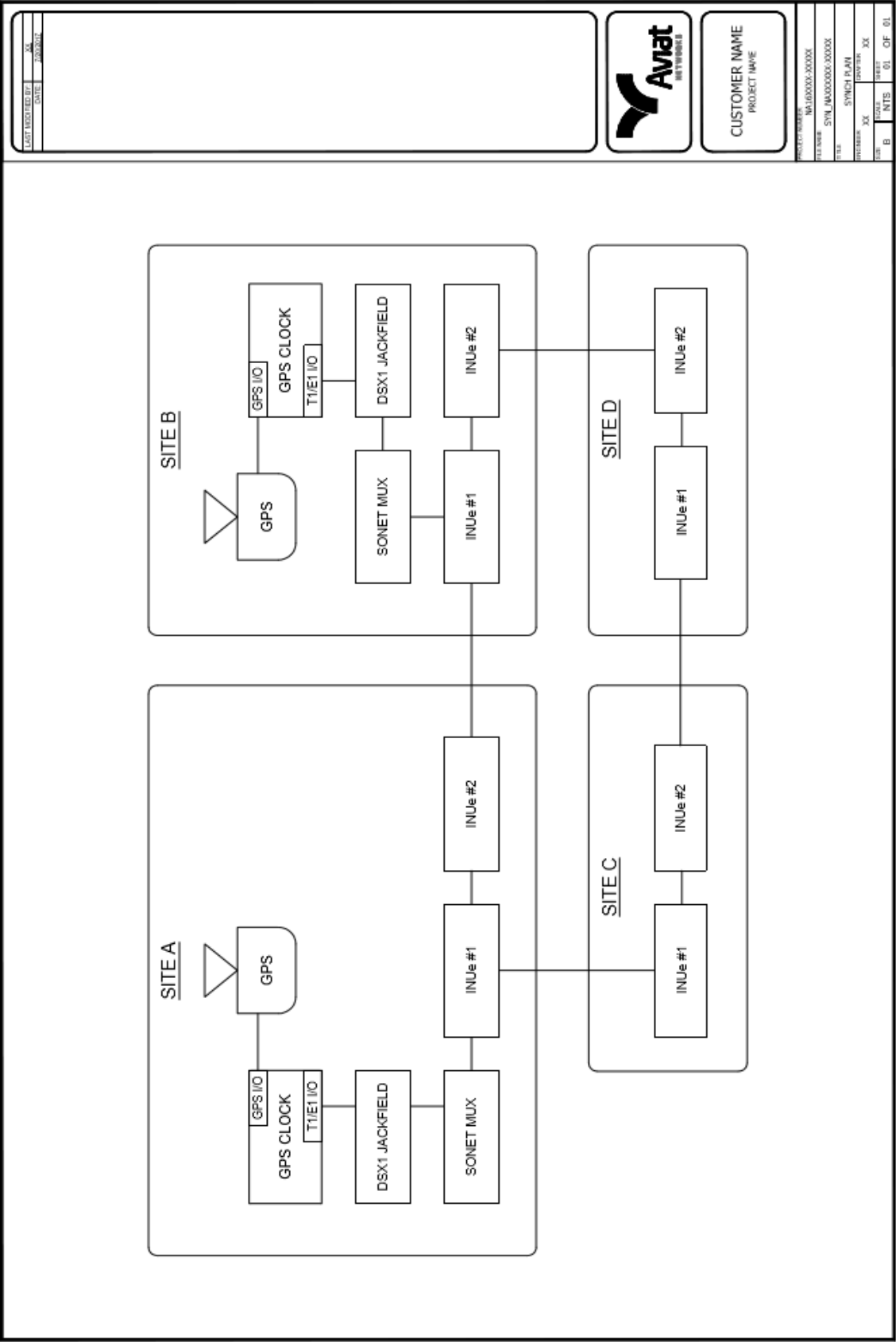
Exceptions (use additional sheets if required):

Please call Aviat's customer service hotline at 1-800-227-8332 for service, equipment repair, training or miscellaneous sales or visit Aviat's customer service website at <http://www.aviatnetworks.com>.

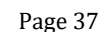
Aviat U.S., Inc.		Snohomish County 911 (SNO911), WA	
Approved By:		Approved By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

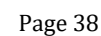
14. Aviat Standard Drawings

Synch Plan









Proposal #: NA130208-50689

Date: November 20, 2014

Network Engineer: M. Del Fierro

Site Name: Princeton

Total AMPS @ 48Vdc:	3.90 A
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Additional AMPS @ 48Vdc:	0.00 A
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NOTE: Dehydrators operate with AC power

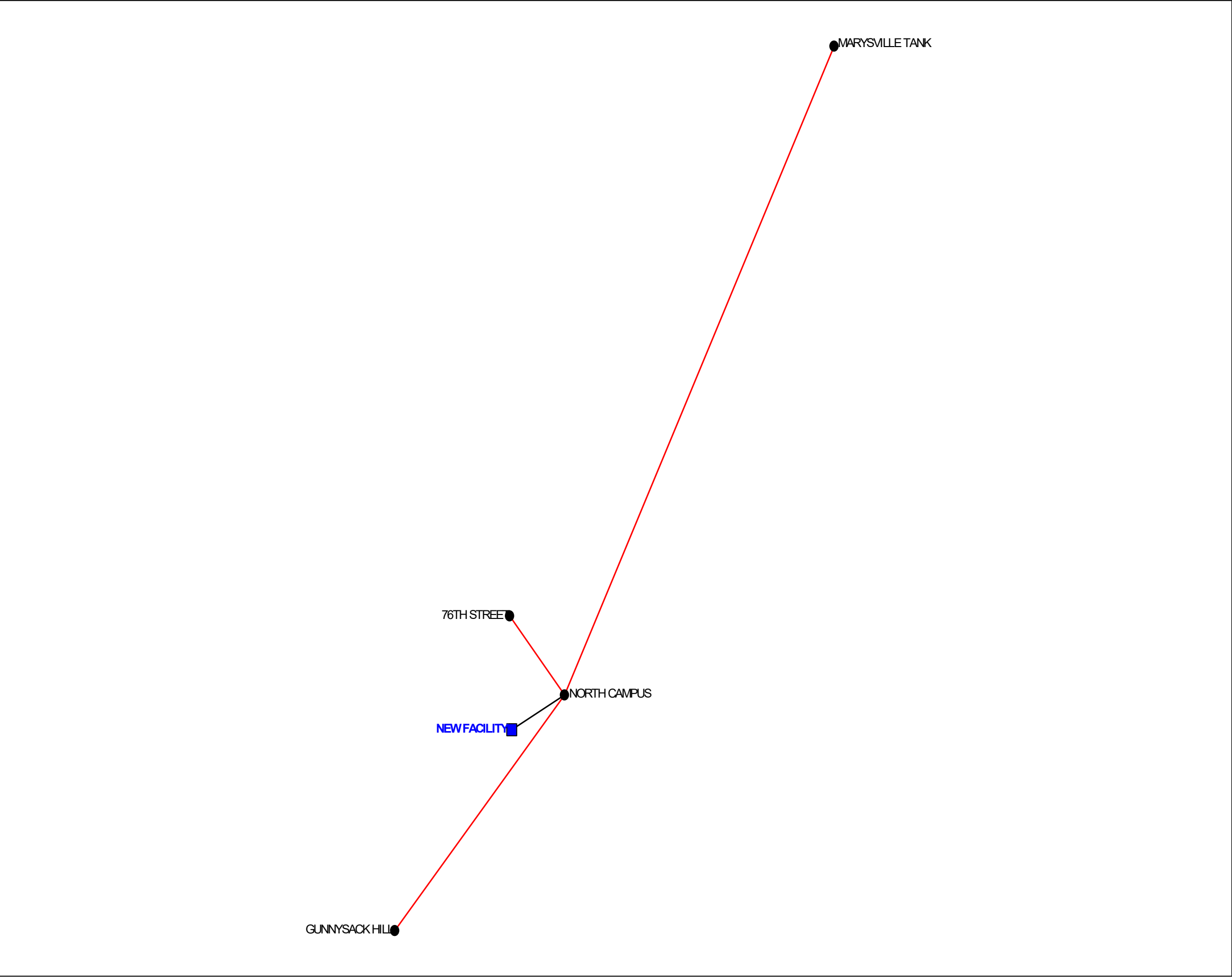
Hours Reserve	2	4	6	8	12	24		
Amp-Hour multiplier	2.8	4.7	6.4	8.0	10.9	19.3		
Temperature F(Deg)	0	10	20	40	60	70	77	
Correction Factor	2.0	1.85	1.59	1.3	1.11	1.04	1.0	
Battery Size (Min)	=	Station Load	X	Amp-Hour Multiplier	X	Correction Factor		
Charger Size (Min)	=	(1.15 X Battery Size / Recharge Time)			+	Station Load		

Sample IP Plan

EQUIPMENT		ACCESS & CONFIGURATION										Additional Radio				DATES				STATUS	
SITE NAME	Site Address	Vendor	Component	FTP	SSH	HTTP	CRP	CRP	CRP	CRP	CRP	CRP	CRP	CRP	CRP	CRP	CRP	CRP	CRP	CRP	CRP
Princeton		Aviat	Edge	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Turquoise		Aviat	Edge	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Turquoise		Aviat	SiteBos3550-E	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Tennessee Pass		Aviat	Edge	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Tennessee Pass		Aviat	SiteBos3550-E	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

DC Power Calculations

COMMUNICATIONS EQPT	EQPT POWER CONSUMPTION (Amps) @ 48VDC:	Brkr/Fuse Size (Amps)	NORTH CAMPUS		NEW FACILITY	
			QTY	AMP	QTY	AMP
INUe and NTU						
INUe e/w 2RU Fan card, NCC and NPC	0.44	20.00	4	1.75	1	0.44
DAC 16x, 3DS3,3DS3M	0.05				2	0.10
DAC GE3	0.27		8	2.17	2	0.54
NCM	0.21				2	0.42
RAC70	0.32		8	2.58	2	0.65
IRU600v4 MP (Max)						
IRU600 SP/HP 11 GHz: 1+0	1.25		4	5.00	1	1.25
IRU600 SP/HP 11 GHz: 1+1 MHS	2.50		1	2.50		
IRU600v4 EHP (Max)						
IRU600 11 GHz EHP: 1+0	2.02	3.00	2	4.04	1	2.02
Miscellaneous OEM						
Nokia 7705	6.25	10.00	1	6.25	1	6.25
Asentria Site Boss S550-6	1.50	5.00	1	1.50	1	1.50
Additional Loads and Reserve Calculations						
RESERVE (% of Station Load)				0%		
RESERVE (Amps at 48V)				0.04		
STATION LOAD (AMPS)				25.79		13.17
RECHARGE TIME (HOURS)				24		
BATTERY RESERVE (HOURS)				8		
MINIMUM STATE OF CHARGE (% SOC)				20.0		
BATTERY PLANT SIZE (Minimum AMP-HRS)				339		
SELECT BATTERY SIZE				340		
STATION LOAD + RECHARGING CURRENT (Min Charger Size in AMP)				39.96		
Rectifier Module Output Current and Input Voltage Range				20A 120VAC		
Rectifier Module Current Capacity				20		
CHARGER SYSTEM SIZE (RATED AMPS @ 48V DC)				40		
WATTS TO BTU/HR (indoor eqpt including charger)				5,038		
WATTS TO BTU/HR (indoor equipment only)				4,224		2,156
Max AC Current @ 120V (Amps)				18		



LEGEND:

IRU600v4 11 GHz 1+0 NP
155Mbps 30MHz 128QAM R70

IRU600v4 11 GHz 1+1 MHSB
155Mbps 30MHz 128QAM R70

REV. D: 03/01/2024

BASED ON REVISED SNO911 EQUIREMENTS, THE NEW FACILITY SITE IS NOW A SPUR CONNECTING TO THE NORTH CAMPUS SITE WITH 1+1 PROTECTED RADIOS.

OUR PROPOSAL ASSUMES THAT THE 3 EXISTING MW RADIO SYSTEMS INSIDE THE NORTH CAMPUS BUILDING WILL BE RELOCATED TO THE NEW OUTDOOR CABINET AND OPERATED IN PARALLEL WITH THE NEW OVERBUILD RADIOS.

1.

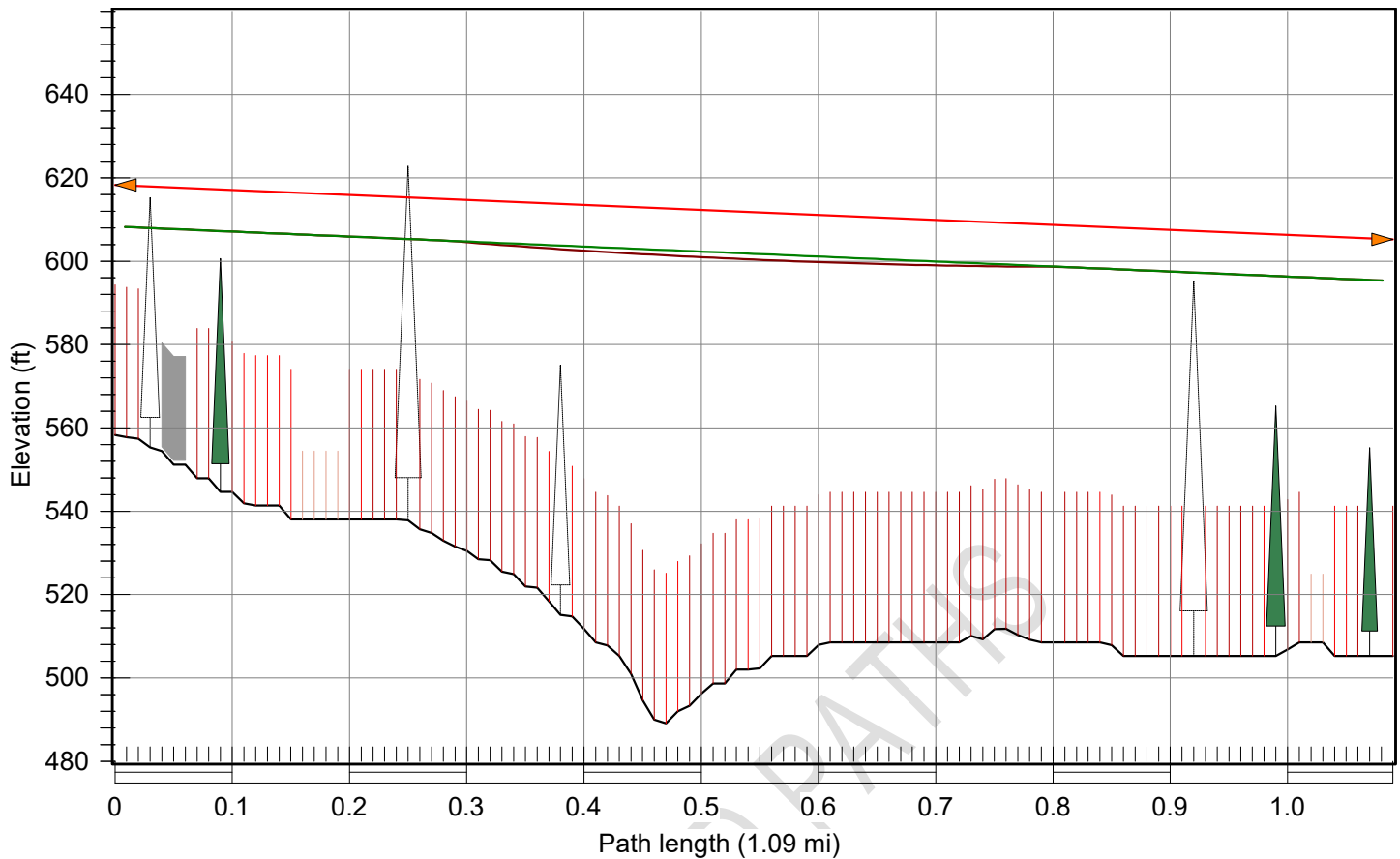
North Campus to Marysville Tank

2.

North Campus to 76th Street

3.

North Campus to Gunnysack Hill



NEW FACILITY	
Latitude	47 54 17.25 N
Longitude	122 14 17.06 W
Azimuth	61.62°
Elevation	558 ft ASL
Antenna CL	60.0 ft AGL

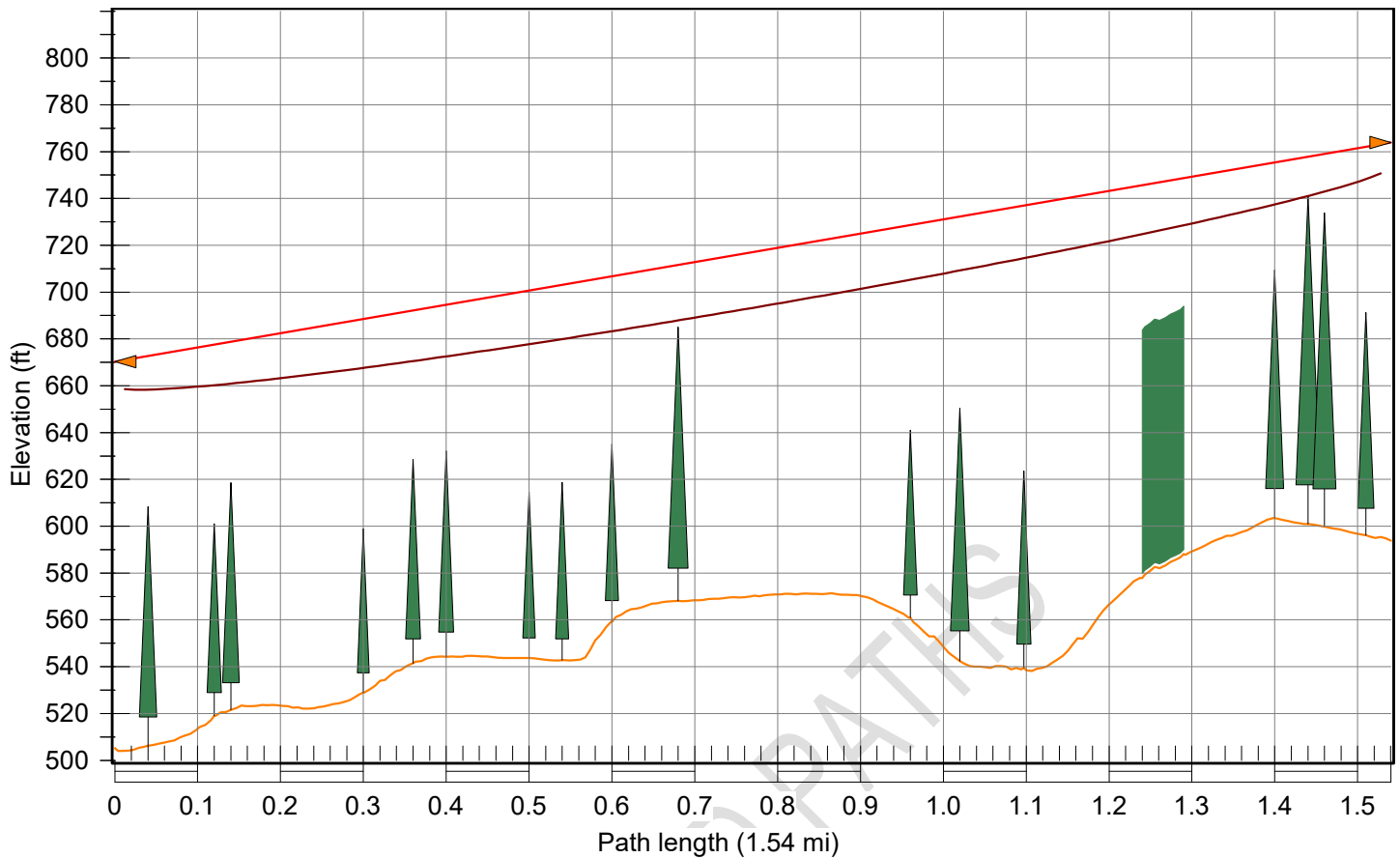
Frequency (MHz) = 11200.0
Main 1 K = 1.330 %F1 = 100.00
Main 2 K = 0.670 %F1 = 30.00

NORTH CAMPUS	
Latitude	47 54 44.23 N
Longitude	122 13 02.76 W
Azimuth	241.63°
Elevation	505 ft ASL
Antenna CL	100.0 ft AGL

Transmission details (NEW FACILITY-NORTH CAMPUS (MHSB SPUR).pl5)

	NEW FACILITY	NORTH CAMPUS
Call sign		WPTP306
Latitude	47 54 17.25 N	47 54 44.23 N
Longitude	122 14 17.06 W	122 13 02.76 W
True azimuth (°)	61.62	241.63
Elevation (ft)	558.30	505.25
Antenna model	VHLPX3-11W (TR)	VHLPX3-11W (TR)
Antenna gain (dBi)	38.40	38.40
Antenna height (ft)	60.00	100.00
TX line model	EW90	EW90
TX line length (ft)	280.00	155.00
TX line loss (dB)	8.58	4.75
Connector loss (dB)	0.39	0.39
TX switch loss (dB)	0.70	0.70
RX filter loss (dB)	1.20	1.20
Frequency (MHz)	11200.00	
Polarization	Vertical	
Path length (mi)	1.09	
Free space loss (dB)	118.33	
Atmospheric absorption loss (dB)	0.03	
Net path loss (dB)	57.57	57.57
Configuration	MHSB	MHSB
Radio model	I6V4S11_30M128Q155R70	I6V4S11_30M128Q155R70
TX power (dBm)	26.00	26.00
EIRP (dBm)	54.73	58.56
RX threshold criteria	1E-6 BER	1E-6 BER
RX threshold level (dBm)	-73.00	-73.00
Receive signal (dBm)	-31.57	-31.57
Thermal fade margin (dB)	41.43	41.43
Dispersive fade margin (dB)	60.00	60.00
Dispersive fade occurrence factor	1.00	
Effective fade margin (dB)	41.37	41.37
Annual multipath availability (%)	100.00000	100.00000
Annual multipath unavailability (sec)	0.06	0.06
Annual 2 way multipath availability (%)	100.00000	
Annual 2 way multipath unavailability (sec)	0.12	
Polarization	Vertical	
Rain region	Seattle, Washington	
Rain rate (mm/hr)	0.00	
Flat fade margin - rain (dB)	41.43	
Rain attenuation (dB)	0.00	
Annual rain availability (%)	100.00000	
Annual rain unavailability (min)	0.00	
Annual rain + multipath availability (%)	100.00000	
Annual rain + multipath unavailability (min)	0.00	

Multipath fading method - Vigants - Barnett
Rain fading method - Crane



NORTH CAMPUS	
Latitude	47 54 44.23 N
Longitude	122 13 02.76 W
Azimuth	319.76°
Elevation	505 ft ASL
Antenna CL	165.0 ft AGL

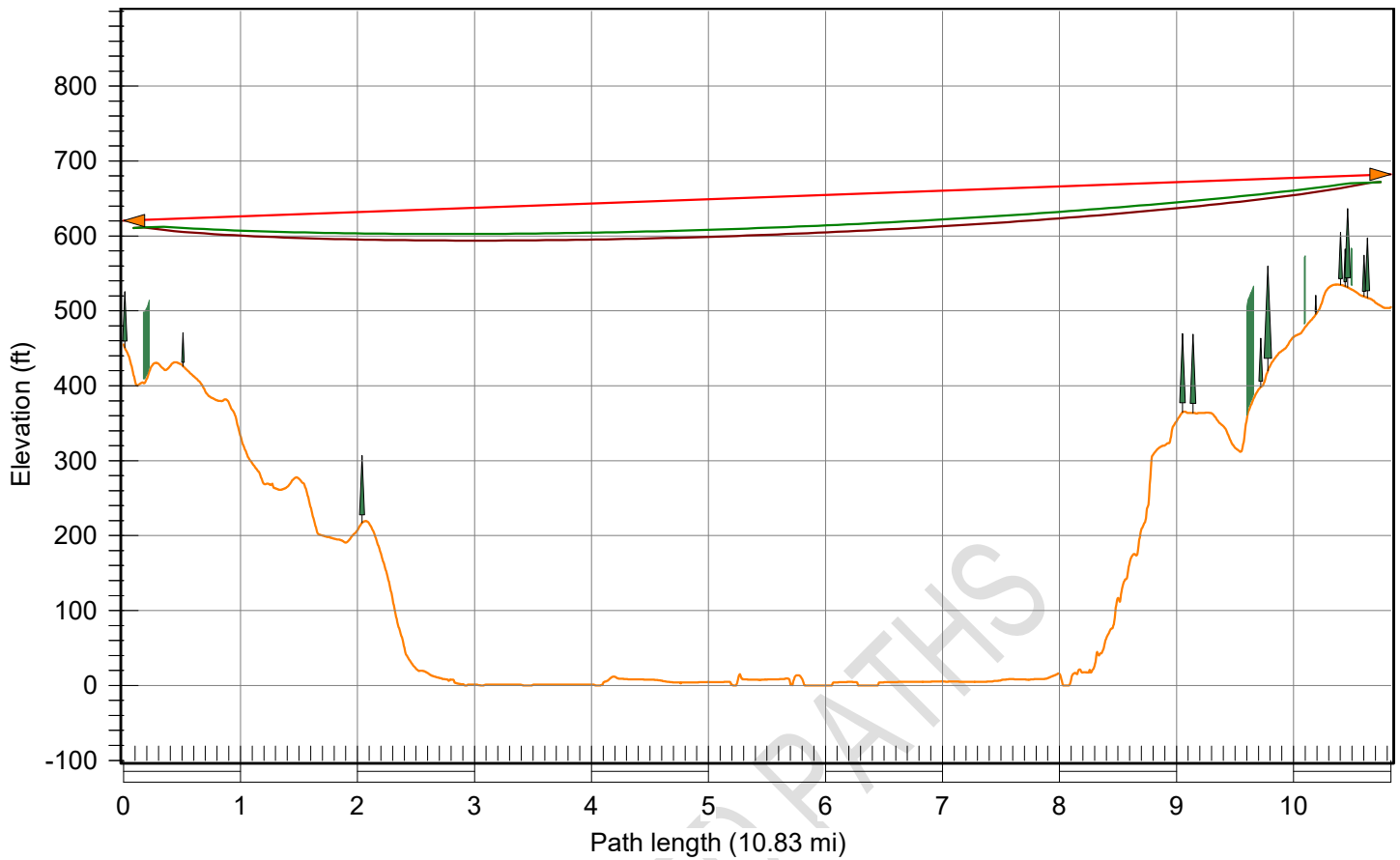
Frequency (MHz) = 11040.0
Main 1 K = 1.330 %F1 = 100.00 FH = 10.00 ft

76TH STREET	
Latitude	47 55 45.57 N
Longitude	122 14 20.00 W
Azimuth	139.75°
Elevation	594 ft ASL
Antenna CL	170.0 ft AGL

Transmission details (76TH_STREET-NORTH_CAMPUS_NEW OB.pl5)

	NORTH CAMPUS	76TH STREET
Call sign	WPTP306	WPTP461
Latitude	47 54 44.23 N	47 55 45.57 N
Longitude	122 13 02.76 W	122 14 20.00 W
True azimuth (°)	319.76	139.75
Elevation (ft)	505.25	593.83
Antenna model	SCX 3 - W100 A (TR)	SCX 3 - W100 A (TR)
Antenna gain (dBi)	38.30	38.30
Antenna height (ft)	165.00	170.00
TX line model	EW90	EW90
TX line length (ft)	220.00	245.00
TX line loss (dB)	6.82	7.59
Connector loss (dB)	0.39	0.39
Frequency (MHz)	11040.00	
Polarization	Horizontal	
Path length (mi)	1.54	
Free space loss (dB)	121.21	
Atmospheric absorption loss (dB)	0.04	
Net path loss (dB)	59.84	59.84
Configuration	NP	NP
Radio model	I6V4H11_30M128Q155R70	I6V4H11_30M128Q155R70
TX power (dBm)	28.50	28.50
EIRP (dBm)	59.59	58.82
TX channel assignments	11285.00H	10795.00H
RX threshold criteria	1E-6 BER	1E-6 BER
RX threshold level (dBm)	-70.75	-70.75
Receive signal (dBm)	-31.34	-31.34
Thermal fade margin (dB)	39.41	39.41
Dispersive fade margin (dB)	57.00	57.00
Dispersive fade occurrence factor	1.00	
Effective fade margin (dB)	39.34	39.34
Annual multipath availability (%)	100.00000	100.00000
Annual multipath unavailability (sec)	0.27	0.27
Annual 2 way multipath availability (%)	100.00000	
Annual 2 way multipath unavailability (sec)	0.53	
Polarization	Horizontal	
Rain region	Seattle, Washington	
Rain rate (mm/hr)	0.00	
Flat fade margin - rain (dB)	39.41	
Rain attenuation (dB)	0.00	
Annual rain availability (%)	100.00000	
Annual rain unavailability (min)	0.00	
Annual rain + multipath availability (%)	100.00000	
Annual rain + multipath unavailability (min)	0.01	

Multipath fading method - Vigants - Barnett
Rain fading method - Crane

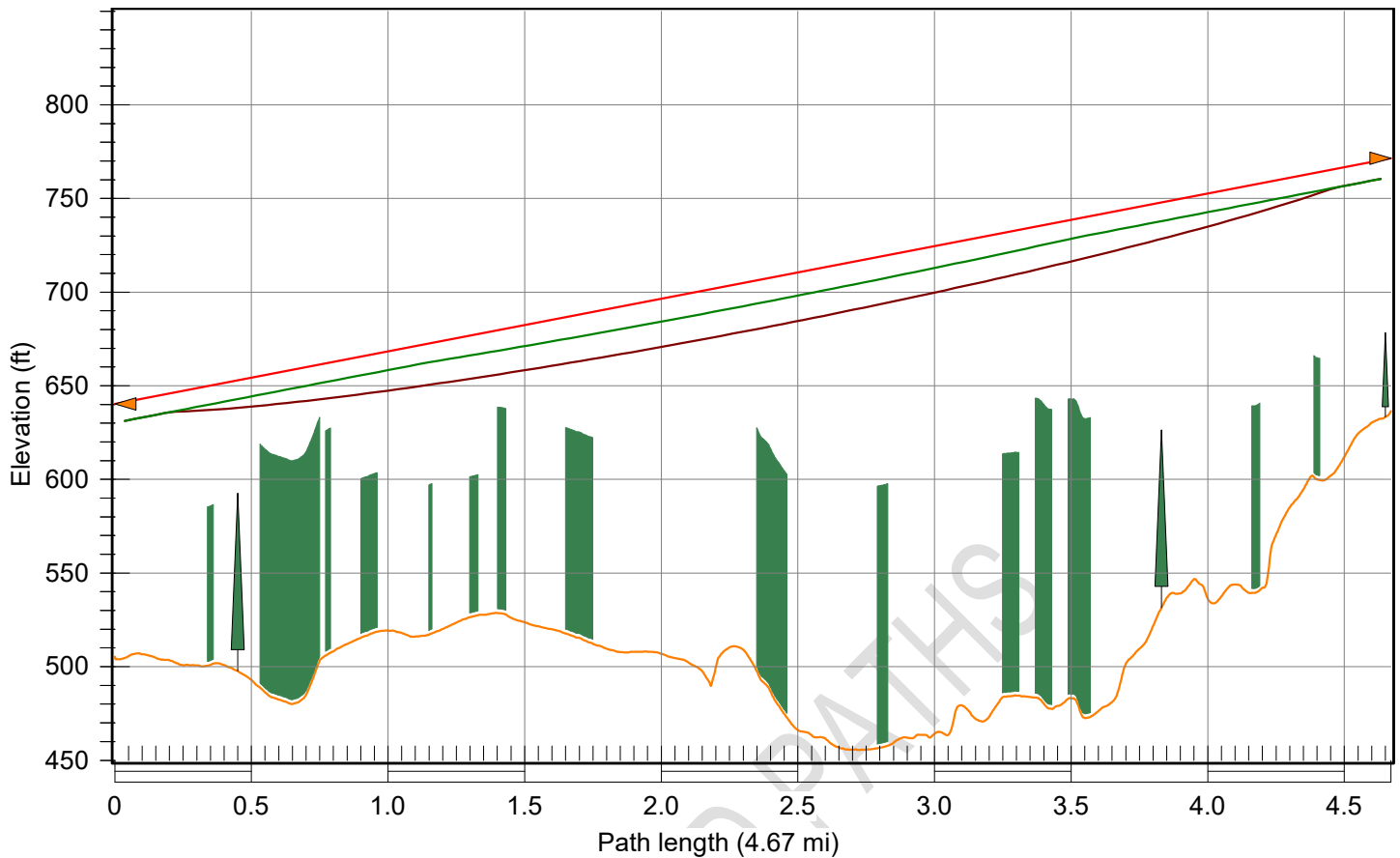


MARYSVILLE TANK Latitude 48 03 07.57 N Longitude 122 06 42.60 W Azimuth 206.93° Elevation 455 ft ASL Antenna CL 165.0 ft AGL	Frequency (MHz) = 11120.0 Main 1 K = 1.330 %F1 = 100.00 Main 2 K = 1.000 %F1 = 60.00	NORTH CAMPUS Latitude 47 54 44.23 N Longitude 122 13 02.76 W Azimuth 26.85° Elevation 505 ft ASL Antenna CL 177.0 ft AGL
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Transmission details (MARYSVILLE TANK-NORTH CAMPUS_NEW OB.pl5)

	MARYSVILLE TANK	NORTH CAMPUS
Call sign	WPTP450	WPTP306
Latitude	48 03 07.57 N	47 54 44.23 N
Longitude	122 06 42.60 W	122 13 02.76 W
True azimuth (°)	206.93	26.85
Elevation (ft)	455.26	505.25
Antenna model	SBX 6 - W100C (TR)	SBX 6 - W100C (TR)
Antenna gain (dBi)	43.40	43.40
Antenna height (ft)	165.00	177.00
TX line model	EW90	EW90
TX line length (ft)	198.00	232.00
TX line loss (dB)	6.01	7.04
Connector loss (dB)	0.39	0.39
Frequency (MHz)	11120.00	
Polarization	Vertical	
Path length (mi)	10.83	
Free space loss (dB)	138.22	
Atmospheric absorption loss (dB)	0.30	
Net path loss (dB)	66.55	66.55
Configuration	NP	NP
Radio model	I6V4EH11_30M128Q155R70	I6V4EH11_30M128Q155R70
TX power (dBm)	32.50	32.50
EIRP (dBm)	69.50	68.47
TX channel assignments	10875.00V	11365.00V
RX threshold criteria	1E-6 BER	1E-6 BER
RX threshold level (dBm)	-70.75	-70.75
Receive signal (dBm)	-34.05	-34.05
Thermal fade margin (dB)	36.70	36.70
Dispersive fade margin (dB)	57.00	57.00
Dispersive fade occurrence factor	1.00	
Effective fade margin (dB)	36.66	36.66
Annual multipath availability (%)	99.99995	99.99995
Annual multipath unavailability (sec)	15.44	15.44
Annual 2 way multipath availability (%)	99.99990	
Annual 2 way multipath unavailability (sec)	30.88	
Polarization	Vertical	
Rain region	C-96 Temp. Maritime	
Rain rate (mm/hr)	147.26	
Flat fade margin - rain (dB)	36.70	
Rain attenuation (dB)	36.69	
Annual rain availability (%)	99.99998	
Annual rain unavailability (min)	0.08	
Annual rain + multipath availability (%)	99.99989	
Annual rain + multipath unavailability (min)	0.60	

Multipath fading method - Vigants - Barnett
Rain fading method - Crane



NORTH CAMPUS Latitude 47 54 44.23 N Longitude 122 13 02.76 W Azimuth 221.30° Elevation 505 ft ASL Antenna CL 135.0 ft AGL	Frequency (MHz) = 11200.0 Main 1 K = 1.330 %F1 = 100.00 Main 2 K = 0.670 %F1 = 30.00	GUNNYSACK HILL Latitude 47 51 41.37 N Longitude 122 17 01.42 W Azimuth 41.25° Elevation 636 ft ASL Antenna CL 135.0 ft AGL
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Transmission details (NORTH CAMPUS-GUNNYSACK HILL_NEW OB.p15)

	NORTH CAMPUS	GUNNYSACK HILL
Call sign	WPTP306	
Latitude	47 54 44.23 N	47 51 41.37 N
Longitude	122 13 02.76 W	122 17 01.42 W
True azimuth (°)	221.30	41.25
Elevation (ft)	505.25	636.48
Antenna model	SCX 3 - W100 A (TR)	SCX 3 - W100 A (TR)
Antenna gain (dBi)	38.30	38.30
Antenna height (ft)	135.00	135.00
TX line model	EW90	EW90
TX line length (ft)	190.00	192.00
TX line loss (dB)	5.78	5.84
Connector loss (dB)	0.39	0.39
Frequency (MHz)	11200.00	
Polarization	Horizontal	
Path length (mi)	4.67	
Free space loss (dB)	130.97	
Atmospheric absorption loss (dB)	0.13	
Net path loss (dB)	66.90	66.90
Configuration	NP	NP
Radio model	I6V4H11_30M128Q155R70	I6V4H11_30M128Q155R70
TX power (dBm)	28.50	28.50
EIRP (dBm)	60.63	60.57
RX threshold criteria	1E-6 BER	1E-6 BER
RX threshold level (dBm)	-70.75	-70.75
Receive signal (dBm)	-38.40	-38.40
Thermal fade margin (dB)	32.35	32.35
Dispersive fade margin (dB)	57.00	57.00
Dispersive fade occurrence factor	1.00	
Effective fade margin (dB)	32.34	32.34
Annual multipath availability (%)	99.99988	99.99988
Annual multipath unavailability (sec)	38.01	38.01
Annual 2 way multipath availability (%)	99.99976	
Annual 2 way multipath unavailability (sec)	76.02	
Polarization	Horizontal	
Rain region	C-96 Temp. Maritime	
Rain rate (mm/hr)	136.34	
Flat fade margin - rain (dB)	32.35	
Rain attenuation (dB)	32.37	
Annual rain availability (%)	99.99997	
Annual rain unavailability (min)	0.15	
Annual rain + multipath availability (%)	99.99973	
Annual rain + multipath unavailability (min)	1.42	

Multipath fading method - Vigants - Barnett

Rain fading method - Crane



Aviat Networks Confidential and Proprietary Information

4 Hops - New Facility Hop (1 Hop), North Campus Dispatch Center move & Overbuild (3 Hops)

Proposal Number	:	NA230213-72740
Proposal Date	:	3/20/2024
Issue No	:	D
Territory Manager	:	L. Brigdan
System Engineer	:	C. Menor
Sales Engineer	:	A. Kretzschmer
Terms	:	NASPO 00318
Delivery	:	10 to 12 Weeks ARO
Expiration	:	90 Days
Currency	:	USD
Freight	:	Prepaid & Bill, Destination

[illegible]

ITEM	EQUIPMENT LIST DESCRIPTION	PRODUCT CODE PART NUMBER	UNIT PRICE	SYSTEM			NETWORK		NEW FACILITY		NORTH CAMPUS		76TH STREET		MARYSVILLE TANK		GUNNYSACK HILL	
				QTY	PRICE		QTY	PRICE	QTY	PRICE	QTY	PRICE	QTY	PRICE	QTY	PRICE	QTY	PRICE
2.005	STANDARD DC AND GND KIT	179-530118-001	\$670.00	2	\$1,340.00				1	\$670.00	1	\$670.00						
2.006	Zone 4 Earthquake Kit, 19" Rack (AV179-530123-001WA)	179-530123-001	\$834.00	1	\$834.00				1	\$834.00								
2.007	UNIVERSAL SEISMIC BRACING KIT (AV179-530126-002WA)	179-530126-002	\$502.00	1	\$502.00				1	\$502.00								
2.008	GROUND BAR,KIT,RACK,R56 COMPLIANT,72 INCHES L X 5/8 INCHES WIDE X 1/4 INCHES DEPTH (TRGBVKIT145872AWA)	LOC-TRGBVKIT145872W	\$501.00	3	\$1,503.00				1	\$501.00	2	\$1,002.00						
2.009	CHANNEL MOUNTING, FORWARD, U-SHAPE, 4 INCHES LONG (FORWARD) X 5/8 INCHES WIDE X 1.75 INCHES HIGH (1 RU)	020-018475-005	\$23.00	9	\$207.00				3	\$69.00	6	\$138.00						
2.010	COMMON BREAKERS & BLANKING PLUGS PER RACK PER DRAWING	COMMON-BREAKERS-RACK	\$86.00	1	\$86.00				1	\$86.00								
2.011	CIRCUIT BREAKER 3 AMP SNAPAK (030017750D) - FOR EHP RFU	PWR-000048-TRM	\$22.00	2	\$44.00						1	\$22.00			1	\$22.00		
2.012	CIRCUIT BREAKER 20 AMP SNAPAK (030017750I) - FOR INUE NCC, NPC	PWR-000053-TRM	\$22.00	10	\$220.00						4	\$88.00	2	\$44.00	2	\$44.00	2	\$44.00
2.013	CIRCUIT BREAKER 10 AMP SNAPAK (030017750G) - FOR NOKIA SAR	PWR-000051-TRM	\$22.00	2	\$44.00						2	\$44.00						
2.014	CIRCUIT BREAKER 5 AMP SNAPAK (030017750E) - FOR ASENTRIA SITEBOSS	PWR-000049-TRM	\$22.00	2	\$44.00						2	\$44.00						
3.000	OUTDOOR CABINET - TELCO TECHNOLOGIES 6572-HM DUAL RACK																	
3.001	ASSEMBLY, BASE ENCLOSURE, 19" RACKS, DUAL HVAC, AV6572MW02X - L/R HVAC UNITS MUST BE ORDERED	LSNetwork(AV6572MW-03_BASE_ENCLOSURE)	\$30,391.00	1	\$30,391.00						1	\$30,391.00						
	FULLY INTEGRATED OUTDOOR TYPE 3R ENCLOSURE, INSULATED POWDER COAT FINISH - WHITE TAMPER RESISTANT SYSTEM: 3 POINT DOOR LOCK WITH PADLOCK HASP																	
	1 – HINGED FRONT LEFT DOOR WITH HVAC MOUNT 1 – HINGED FRONT RIGHT DOOR WITH HVAC MOUNT 2 – HINGED REAR DOORS WITH PASSIVE HYDROGEN VENTING 1 - 16 POSITION/100 AMP LOAD CENTER 3 - 20 AMP GFI DUPLEX RECEPTACLE AND 20 AMP DUPLEX RECEPTACLE 4 - AUTO-ENGAGING DOOR STOP 8 - WAVE GUIDE ENTRY PORTS 2 - 19" (35 R.U.) STAND ALONE EQUIPMENT RACKS 1 - PRINT POCKET																	
	ONE YEAR LIMITED WARRANTY ON ENCLOSURE, HVAC AND CONTROL SYSTEMS																	
3.002	KIT, FRONT LEFT DOOR MOUNT HVAC, 6,000 BTU, 120VAC, AV6572MW, WIRED AND INSTALLED	LSNetwork(6572VA6)	\$6,716.00	1	\$6,716.00						1	\$6,716.00						
3.003	KIT, RIGHT DOOR MOUNT HVAC, 6,000 BTU, 120VAC, AV6572MW, WIRED AND INSTALLED	LSNetwork(6572VA6-2)	\$7,264.00	1	\$7,264.00						1	\$7,264.00						
3.004	KIT, 120VAC FAN KIT, AV6572MW, INSTALLED	LSNetwork(6572F3)	\$1,513.00	1	\$1,513.00						1	\$1,513.00						
3.005	ASSEMBLY, DOCUMENT POCKET W/ LAPTOP TRAY	LSNetwork(DOC_POCKET_W/_TRAY)	\$363.00	1	\$363.00						1	\$363.00						
3.006	KIT, TEMP ALARM KIT, STANDARD ENCLOSURE, SCREW MOUNT, INSTALLED	LSNetwork(Telco6572C)	\$430.00	1	\$430.00						1	\$430.00						
3.007	KIT, SMOKE ALARM, HYDROGEN ALARM COMBO KIT, AV6572MW, INSTALLED, ALARMS TERMINATED	LSNetwork(6572SH1)	\$1,916.00	1	\$1,916.00						1	\$1,916.00						
3.008	KIT, EXTERNAL GROUND BAR, WAVEGUIDE W/ ISO, AV6572MW, INSTALLED	LSNetwork(Telco6572G)	\$233.00	1	\$233.00						1	\$233.00						
3.009	KIT, INTERNAL GROUND BAR, CADWELD, ISO, AV6572MW, INSTALLED	LSNetwork(Telco6572G1)	\$689.00	1	\$689.00						1	\$689.00						
3.010	KIT, MOUNTING BRACKET - 4 POSITION, STANDARD 66 BLOCK, W/ SPOOLS, INSTALLED	LSNetwork(Telco6572J)	\$564.00	1	\$564.00						1	\$564.00						
3.011	KIT, SURGE KIT, I2R ICP 120VAC MOV MODULE, 2X, AV6572MW	LSNetwork(Telco6572S1)	\$1,489.00	1	\$1,489.00						1	\$1,489.00						
3.012	KIT, LIGHT AND DOOR ALARM KIT, AV6572MW, INSTALLED	LSNetwork(Telco6572L)	\$1,722.00	1	\$1,722.00						1	\$1,722.00						
3.013	CIRCUIT BREAKER, 20A, 1-POLE, 120VAC	LSNetwork(QO120CP)	\$34.00	3	\$102.00						3	\$102.00						
4.000	48V DC POWER PLANT																	
4.100	48V DC POWER SHELF AND BACK-UP BATTERY / 40A OUTPUT @ 120VAC WITH N+1 REDUNDANCY																	
4.101	EMPTY CHASSIS, FLATPACK S INTREPID POWER SYSTEM, NO CONTROLLER, -48VDC, REAR ACCESS, 80 AMP MAX, LVBD & SHUNT, 1 RU, 19", MID/FLUSH MOUNT, 3 EMPTY RECTIFIER POSITIONS, 2 LOAD BREAKER (NOT INCLUDED) POSITIONS, 2 BATTERY BRKR (NOT INCL) POS (FPSJ60I-ANL-VC)	ELT-FPSJ60I-ANL-VC	\$1,118.00	1	\$1,118.00						1	\$1,118.00						
4.102	FLATPACK S SERIES RECTIFIER MODULE, MODEL 48/1800 HIGH EFFICIENCY (HE), 1800 WATTS, 37.5 AMP MAX AT 48 VDC OUTPUT (241122.125)	ELT-241122.125	\$864.00	3	\$2,592.00						3	\$2,592.00						
4.103	BLIND PANEL, FOR EMPTY FLATPACK S INTREPID RECTIFIER SLOT (331E00116500)	ELT-331E00116500	\$28.00															
4.104	SMARTPACK S CONTROLLER, FOR FLATPACK S INTREPID, -48 VDC, 100 AMP SYSTEM, 1 RU, SNMP, 6 PROGRAMMABLE DIGITAL OR ANALOG SIGNALS INPUTS, 6 PROGRAMMABLE RELAY OUTPUTS (SPS-FPS100-A01-VV)	ELT-SPS-FPS100-A01-VV	\$930.00	1	\$930.00						1	\$930.00						
4.105	CABLE, ETHERNET, CAT 5E, SHIELDED, 26 AWG, INDOOR, BOTH ENDS RJ45 (M) CONNECTORS, 2M (6.56'), BLACK	037-579124-002	\$6.00	1	\$6.00						1	\$6.00						
4.106	LINE CORD, INDIVIDUAL AC INPUT FOR FLATPACK S POWER SYSTEM, AMP SHELF CONNECTOR, UNTERMINATED AC SOURCE CONNECTOR, 20 FEET LENGTH, 10 AWG WIRE GAUGE (LA2010-UU)	ELT-LA2010-UU	\$283.00	3	\$849.00						3	\$849.00						
4.107	CIRCUIT BREAKER, 30 AMP PLUG-IN BULLET, MIDTRIP (CBB030M)	ELT-CBB030M	\$44.00	2	\$88.00						2	\$88.00						
4.108	CIRCUIT BREAKER, 100 AMP PLUG-IN BULLET, MIDTRIP	ELT-CBB100M	\$44.00	2	\$88.00						2	\$88.00						
4.109	PULLER, FOR BULLET BREAKER (BBPULR-01)	ELT-BBPULR-01	\$54.00	1	\$54.00						1	\$54.00						
4.110	BATTERY, SET OF 4 X 12V170FS BATTERY CELLS, 48V, 170 AH, 7 RU HEIGHT, 4.9" WIDTH/CELL, 22.1" DEPTH/CELL, INCLUDES ALL INTERCONNECT STRAPS, HARDWARE AND INSTALL MANUAL, FRONT ACCESS, NO TRAY	ENE-A12V170FS	\$2,899.00	2	\$5,798.00						2	\$5,798.00						
4.111	BATTERY TRAY, FOR 19" RACK, 17.4"W x 21"D, FOR ENERSYS BATTERIES	LOC-SVF-19	\$827.00	4	\$3,308.00						4	\$3,308.00						
4.112	BATTERY CABLE KIT, 100A, INCLUDES ALARM CABLE 20 FEET, #4 BLACK WIRE AND LUGS, FOR 4 BATTERY BREAKERS (CONNECT BATTERIES IN FRONT OR REAR) (289732)	ELT-289732	\$371.00	4	\$1,484.00						4	\$1,484.00						
4.200	48V DC POWER SHELF SPARES																	
4.201	EMPTY CHASSIS, FLATPACK S INTREPID POWER SYSTEM, NO CONTROLLER, -48VDC, REAR ACCESS, 80 AMP MAX, LVBD & SHUNT, 1 RU, 19", MID/FLUSH MOUNT, 3 EMPTY RECTIFIER POSITIONS, 2 LOAD BREAKER (NOT INCLUDED) POSITIONS, 2 BATTERY BRKR (NOT INCL) POS (FPSJ60I-ANL-VC)	ELT-FPSJ60I-ANL-VC	\$1,118.00	1	\$1,118.00													
4.202	FLATPACK S SERIES RECTIFIER MODULE, MODEL 48/1800 HIGH EFFICIENCY (HE), 1800 WATTS, 37.5 AMP MAX AT 48 VDC OUTPUT (241122.125)	ELT-241122.125	\$864.00	1	\$864.00													
4.203	SMARTPACK S CONTROLLER, FOR FLATPACK S INTREPID, -48 VDC, 100 AMP SYSTEM, 1 RU, SNMP, 6 PROGRAMMABLE DIGITAL OR ANALOG SIGNALS INPUTS, 6 PROGRAMMABLE RELAY OUTPUTS (SPS-FPS100-A01-VV)	ELT-SPS-FPS100-A01-VV	\$930.00	1	\$930.00													
5.000	Installation kits and accessories for existing radios to be relocated to the new cabinet at North Campus																	
	- EXISTING ECLIPSE/IRU600 RADIOS AT NORTH CAMPUS (3 PATHS) WILL BE RE-LOCATED TO THE NEW CABINET.																	
5.100	WG EXTENSION KITS																	
5.101	WG BULKHEAD, WR-90	024-110920-003	\$1,505.00	3	\$4,515.00						3	\$4,515.00						
5.102	GASKET, BULKHEAD	026-110923-001	\$178.00	3	\$534.00						3	\$534.00						
5.103	SCR, SKT CAP 1/4-28X1/2 SS (FOR ATTACHMENT OF FLEXTWIST FLANGE TO BULKHEAD PORT)	002-163121-816		27	Included						27	Included						
5.104	WG KIT IRUV3 HM6540/6572 CABINET, 11GHZ 1+0/MHSB/RPTR MAIN	179-530408-067	\$1,757.00	2	\$3,514.00						2	\$3,514.00						
5.105	SPACER/ADAPTR,CPR90F-UG39, 1.75 INCH	089-080444-022	\$806.00	1	\$806.00						1	\$806.00						
5.106	SCR SKT CAP 8-32X 7/16 SS (FOR ATTACHMENT OF SPACER/ADAPTER TO ACU RPTR PORT)	002-163126-514		12	Included						12	Included						
5.107	FLEX WAVEGUIDE WR90, 10.7-11.7 GHZ, CPR90G/CPR90G, 36 IN	FWG-110200-900	\$302.00															
5.108	FLEXIBLE WAVEGUIDE, 10.7 - 11.7 GHZ, WR90, 1200 MM, CPR 90G TO CPR 90G FLANGES	FWG-113301-1200	\$331.00	3	\$993.00						3	\$993.00						
5.200	DC POWER ACCESSORIES																	
5.201	STANDARD DC AND GND KIT	179-530118-001	\$670.00	1	\$670.00						1	\$670.00						
5.202	CIRCUIT BREAKER 3 AMP SNAPAK (030017750D) - FOR EHP RFU	PWR-000048-TRM	\$22.00	1	\$22.00						1	\$22.00						
5.203	CIRCUIT BREAKER 20 AMP SNAPAK (030017750I) - FOR INUE NCC, NPC	PWR-000053-TRM	\$22.00	4	\$88.00						4	\$88.00						
	- EXISTING TRIMM PANEL WILL BE RELOCATED TO THE NEW CABINET																	

ITEM	EQUIPMENT LIST DESCRIPTION	PRODUCT CODE PART NUMBER	UNIT PRICE	SYSTEM	
				QTY	PRICE
6.000	Antennas, Waveguide & Pressurization System				
6.100	Antennas and accessories				
6.101	ANTENNA, 10/11 GHZ, 1.0 M (3FT), VALULINE, HPLP, REMOTE MOUNT, PARABOLIC (STD: WHITE), 10.125-11.7 GHZ, RADOME (STD: GRAY), CPR90G, DUAL POL., CLASS III/FCC101A/B, SINGLE PIECE REFLECTOR, 250 KMPH, 180 KMPH (VHLPX3-11W-6WH/A)	AND-VHLPX3-11W-6WH	\$1,210.00	2	\$2,420.00
6.102	ANTENNA, 10/11 GHZ, 1.2 M (4FT), VALULINE, HPLP, REMOTE MOUNT, DISH (STD: WHITE), 10.125-11.7 GHZ, RADOME (STD: GRAY), CPR90G, DUAL POL., CLASS III/FCC101A/B, SINGLE PIECE REFLECTOR, 250 KMPH, 200 KMPH (VHLPX4-11W-6WH/A)	AND-VHLPX4-11W-6WH	\$2,257.00		
6.103	STRUT, INBOARD SIDE KIT FOR 3 FT, 4 FT AND 6 FT COMMSCOPE MICROWAVE ANTENNAS (VSTRUT-P3KIT)	086-000011-002	\$188.00	2	\$376.00
6.104	TERMINATION LOAD, WAVEGUIDE, 10/11 GHZ, BLOCK (LOAD), MATING FLANGE, PDR100/CPR90G, DUAL POLARIZED, RAM TYPE (112614-100)	AND-112614-100	\$109.00	2	\$218.00
	- OUR PROPOSAL ASSUMES RE-USING XISTING DUAL POL ANTENNAS FOR THE 3 EXISTING NORTH CAMPUS PATHS.				
6.200	Waveguide and accessories - 11GHz				
6.201	ELLIPTICAL WAVEGUIDE STANDARD, 10.2-11.7 GHZ, BLACK PE JACKET, PER FOOT (EW90-F)	AND-EW90-F	\$7.00	1792	\$12,544.00
6.202	EW90INSTALL-KIT (ONE KIT PER WAVEGUIDE RUN) (EW90INSTALL-KIT)	AND-EW90INSTALL-KIT	\$976.00	8	\$7,808.00
6.203	HARDWARE-KIT (ONE KIT PER 100FT)	179-530526-001	\$314.00	19	\$5,966.00
6.204	WAVEGUIDE CUSHION HANGER, KITS, EW90, 1 HOLE (BAG OF 5 KITS)	018-510090-001	\$13.00	116	\$1,508.00
6.205	ENTRY BOOT, 4" CABLE BOOT ASSEMBLY FOR EW90, 1-HOLE	020-500001-001	\$36.00	4	\$144.00
6.300	Wall Entry Panels				
6.301	ENTRANCE PANEL, 3 PORT, 1X3 IN (204673-3)	AND-204673-3	\$119.00	1	\$119.00
6.302	ENTRANCE PANEL, SINGLE (204673-2)	AND-204673-2	\$69.00	1	\$69.00
6.400	Waveguide Pressurization system				
6.401	DEHYDRATOR, AUTOMATIC, LAB4.50, 10-60 KPA, 300 L/H, 100-240VAC 50/60 HZ AND 48-60VDC INPUT, NO ETHERNET, 6 AIR OUTLETS 3/8", INCLUDES PWR CABLE 3M, 30M TUBING, 1 STRAIGHT + 1 X 90 DEGREE FITTING, NEEDLE VALVE. MOUNTING: WALL, FLOOR AND RACK (C16600.502)	CIB-C16600.502	\$3,693.00	2	\$7,386.00
6.402	DISTRIBUTION MANIFOLD, 6-PORT, 0-15.0 PSIG, 25 FEET OF TUBING PER PORT, WALL MOUNTABLE (6600D-6)	AND-6600D-4	\$270.00	2	\$540.00
6.500	Waveguide and accessories for existing radios to be relocated to the new cabinet at North Campus				
6.501	ELLIPTICAL WAVEGUIDE STANDARD, 10.2-11.7 GHZ, BLACK PE JACKET, PER FOOT (EW90-F)	AND-EW90-F	\$7.00	672	\$4,704.00
6.502	EW90INSTALL-KIT (ONE KIT PER WAVEGUIDE RUN) (EW90INSTALL-KIT)	AND-EW90INSTALL-KIT	\$976.00	3	\$2,928.00
6.503	HARDWARE-KIT (ONE KIT PER 100FT)	179-530526-001	\$314.00	7	\$2,198.00
6.504	WAVEGUIDE CUSHION HANGER, KITS, EW90, 1 HOLE (BAG OF 5 KITS)	018-510090-001	\$13.00	43	\$559.00
6.505	DISTRIBUTION MANIFOLD, 2-PORT, 0-15.0 PSIG, 25 FEET OF TUBING PER PORT, WALL MOUNTABLE (6600D-2)	AND-6600D-4	\$270.00	1	\$270.00
7.000	Professional Services				
7.100	Factory Services				
7.101	CONFIG ENG / DOCUMENTATION / DRAFTING	SVCS-IN-SS-CEDFT	\$5,830.00	1	\$5,830.00
7.102	RADIO INTEGRATION	SVCS-IN-SIPQ-RI	\$7,466.00	1	\$7,466.00
7.103	VENDOR INTEGRATION	SVCS-IN-SIPQ-VI	\$2,279.00	1	\$2,279.00
7.104	FACTORY ACCEPTANCE TEST (Optional - Not in Grand Total)	SVCS-IN-SIPQ-AT	\$2,478.00		
7.200	Program Management & Engineering Services				
7.201	PROGRAM MANAGEMENT	SVCS-IN-PM-PM	\$34,680.00	1	\$34,680.00
7.202	NETWORK/SYSTEM ENGINEERING	SVCS-PN-EN-SE	\$10,279.00	1	\$10,279.00
7.203	TRANSMISSION ENGINEERING (Path Surveys) - Not required, purchased previously under NA230728-44889 & NA230919-03712	SVCS-PN-EN-XE			
7.204	LICENSE APPLICATIONS	SVCS-PN-EN-XE-LA	\$5,815.00	1	\$5,815.00
7.205	PROJECT/SITE ENGINEERING	SVCS-IN-SS-PE	\$20,692.00	1	\$20,692.00
7.206	STRUCTURAL ENGINEERING - Tower Mapping, Foundation Mapping & Tower Structural Analysis - North Campus only	SVCS-IN-SS-ST	\$18,161.00	1	\$18,161.00
7.300	Field Services				
7.301	RADIO INSTALLATION - INCLUDES: North Campus - RADIO INSTALLATION, TURN UP, TESTING, AND DC POWER INSTALLATION New Facility, 76th Street, Marysville Tank, Gunnysack Hill - RADIO INSTALLATION, TURN UP, TESTING	SVCS-IN-IC-FI	\$85,121.00	1	\$85,121.00
7.302	ANTENNA SYS INSTALLATION - INLCUDES: North Campus - ANTENNA SYS INSTALLATION (INCL. WAVEGUIDE), AND OUTDOOR CABINET, GENERATOR & FUEL TANK INSTALLATION, ALL SCOPED CIVILS & ELECTRICAL. INCLUDES SUPPLY OF BOTH THE GENERATOR AND FUEL TANK New Facility - ANTENNA SYS INSTALLATION (INCL. WAVEGUIDE) 76th Street, Marysville Tank, Gunnysack Hill - NEW WAVEGUIDE INSTALLATION & SWEEPING	SVCS-IN-IC-AS	\$414,886.00	1	\$414,886.00
	2nd Demod (~6 Months Later) - North Campus Only:				
7.303	RADIO RELOCATION, TURN UP, TESTING	SVCS-IN-IC-FI	\$15,394.00	1	\$15,394.00
7.304	NEW WAVEGUIDE INSTALLATION & SWEEPING, REMOVAL & DISPOSAL OF EXISTING WAVEGUIDE	SVCS-IN-IC-AS	\$43,331.00	1	\$43,331.00
7.400	Support Services				
7.401	WARRANTY PLUS IW- NA&C, 36 MONTHS, IRU-600	SNA-BWXXA1003638	\$324.00	10	\$3,240.00
7.402	WARRANTY PLUS NW - NA&C, 24 MONTHS, IRU-600	SNA-BNWXA1002438	\$541.00	10	\$5,410.00
8.000	Other				
8.100	Freight				
8.101	Freight - Prepaid & Bill, Destination - Everett, WA 98208	FREIGHT	\$9,643.00	1	\$9,643.00
8.200	One-Time Management Discount				
8.201	One-Time Management Discount - Applicable to Equipment Only	EQ DISCOUNT	-\$4,684.00	10	-\$46,840.00
8.300	NASPO State Fee				
8.301	WSCA STATE FEE - WA (1.5%)	WSCA-STATE-FEE		1	Included
Grand Total (Excluding Applicable Taxes)				\$1,114,412.00	

This sales quotation and any resulting Customer order ("Order") are subject to Aviat Networks standard terms and conditions of sale ("Conditions"), which are available at the following web site: https://view.highspot.com/viewer/5f73666566bbaa063e0ce367. However, if an Order is issued under or in connection with an applicable master agreement between Aviat and Customer (an "Existing Agreement"), then the Existing Agreement will govern and control the Order. There will be no force or effect given to any different or additional terms contained in any purchase order or other vendor form issued by Customer, even if signed by Aviat Networks after the date of this Order. Customer must reference this Order in any purchase order issued to Aviat Networks.

NETWORK		NEW FACILITY		NORTH CAMPUS		76TH STREET		MARYSVILLE TANK		GUNNYSACK HILL	
QTY	PRICE	QTY	PRICE	QTY	PRICE	QTY	PRICE	QTY	PRICE	QTY	PRICE
		1	\$1,210.00	1	\$1,210.00						
		1	\$188.00	1	\$188.00						
		1	\$109.00	1	\$109.00						
		290	\$2,030.00	837	\$5,859.00	255	\$1,785.00	208	\$1,456.00	202	\$1,414.00
		1	\$976.00	4	\$3,904.00	1	\$976.00	1	\$976.00	1	\$976.00
		3	\$942.00	9	\$2,826.00	3	\$942.00	2	\$628.00	2	\$628.00
		19	\$247.00	53	\$689.00	17	\$221.00	14	\$182.00	13	\$169.00
		1	\$36.00			1	\$36.00	1	\$36.00	1	\$36.00
		1	\$119.00								
						1	\$69.00				
1	\$5,830.00										
1	\$7,466.00										
1	\$2,279.00										
1	\$34,680.00										
1	\$10,279.00										
1	\$5,815.00										
1	\$20,692.00										
1	\$18,161.00										
1	\$85,121.00										
1	\$414,886.00										
1	\$15,394.00										
1	\$43,331.00										
		2	\$648.00	5	\$1,620.00	1	\$324.00	1	\$324.00	1	\$324.00
		2	\$1,082.00	5	\$2,705.00	1	\$541.00	1	\$541.00	1	\$541.00
1	\$9,643.00										
		2	-\$9,368.00	5	-\$23,420.00	1	-\$4,684.00	1	-\$4,684.00	1	-\$4,684.00
1	Included										
\$710,935.00		\$57,904.00		\$231,148.00		\$37,499.00		\$40,423.00		\$36,503.00	



ACTION PROPOSAL FORM

Date: 4/8/2024

Action Title: Astound Fiber New Facility

Time Sensitivity: Normal

Background / Purpose:

In February 2009, SERS negotiated an Indefeasible Right of Use (IRU) agreement (Exhibit A) with Black Rock Cable. Black Rock Cable has since been acquired by Astound and, while neither SNO911 nor Astound can locate a fully signed and executed agreement establishing the IRU, both parties agree the 2009 IRU has been implemented. Astound acknowledges this in the notes section of the Service Order presented as Exhibit C. The IRU fee was set at a one-time payment of \$262,500.00 and an annual maintenance fee of \$1.00 per stand per mile or approximately \$960 per year.

Snohomish County 911 currently utilizes this dark fiber ring between the County meet-me cabinet, North Campus, and South Campus in support of a variety of public safety systems that supports connectivity for our services including access for our public safety partners.

As we transition over to the new facility SNO911 and Astound have amended the IRU to represent current needs of SNO911 and our member agencies that will remain in effect through February 2039. This was determined to be a more cost-effective effort that transitioning entirely to commercially available services. Since this did involve moving connections and creating geographically diverse paths there are some one-time costs added to the IRU agreement.

Table 1 – Annual Fee Schedule for Fiber Ring and Tower Sites

	Year 1	Year 2	Year 3	Year 4+
†E-LAN (Gunnysack)	5,760.00	5,760.00	5,760.00	5,760.00
*E-LAN (Marysville Tank)	4,560.00	4,560.00	4,560.00	4,560.00
*E-LAN (North Campus)	5,376.00	5,376.00	5,376.00	5,376.00
†Route 1	13,500.00	13,500.00	1,500.00	0.00
†Route 3	13,500.00	13,500.00	1,500.00	0.00
IRU Maintenance	960.00	960.00	960.00	960.00
	\$43,656.00	\$43,656.00	\$19,656.00	\$16,656.00
† - New Circuit to be established – Year 3 disconnect fee				
* - Existing circuits				

Recommendation/Motion:

Authorize execution of the Astound Service Order as presented.

Funding: 70 & 150

This Service Order (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, “Provider”), and SNOHOMISH COUNTY 911, an interlocal non-profit corporation under the laws of the State of Washington (“Customer”). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated June 2, 2021 (the “MSA”). All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER	DBA	CUSTOMER CONTACT NAME	CUSTOMER CONTACT INFO
Snohomish County 911		Bleu Jaegel	Office: 425.407.3962 Mobile: Email: bjaegel@sno911.org
CUSTOMER BILLING ADDRESS	ALTERNATIVE CUSTOMER CONTACT		ALTERNATIVE CUSTOMER CONTACT INFO
			Phone: Email:
CUSTOMER ACCOUNT NUMBER	SERVICE ORDER REFERENCE NUMBER		ACCOUNT SALES REP
0 -	OP380103		Jeffrey Stoner - 002379

INITIAL SERVICE TERM	SEGMENT
120 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a “Service”), at the location(s) set forth below (each, a “Service Site”), in exchange for the one-time, non-recurring installation charge (“NRC”), and the monthly recurring service charges (“MRC”) set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
E-LAN 200 Mb	15033 Hwy 99 Lynnwood, WA 98087	MPOE	N/A	N/A	1	\$480.00	\$480.00	\$0.00	\$0.00
E-LAN 200 Mb	332 SW Everett Mall Way Everett, WA 98204	MPOE	N/A	N/A	1	\$448.00	\$448.00	\$0.00	\$0.00
E-LAN 100 Mb	8812 64th Street NE Marysville, WA 98270	MPOE	N/A	N/A	1	\$380.00	\$380.00	\$0.00	\$0.00
Dark Fiber Pair Route 1	332 SW Everett Mall Way Everett, WA 98204	MPOE	6204 215th Street SW Mountlake Terrace, WA 98043	MPOE	1 pair (2 strands)	\$1,125.00	\$1,125.00	\$0.00	\$0.00

Dark Fiber Pair Route 3 IRU Fiber Route C and Dark Fiber Pair Route 3 will be geo-diverse	332 SW Everett Mall Way Everett, WA 98204	MPOE	3000 Rockefeller Avenue Everett, WA 98201	MMR	1 pair (2 strands)	\$1,125.00	\$1,125.00	\$0.00	\$0.00
<i>NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.</i> Note: The charges listed above do not include applicable taxes, fees and surcharges.						TOTALS	\$3,558.00		\$0.00

NOTES

Customer's Option to Amend IRU Contract and Disconnect Dark Fiber Pair Route 1 and/or Dark Fiber Pair Route 3.

(a) IRU Contract. Provider, as successor-in-interest to Black Rock Cable, a Nevada corporation dba Black Rock Cable, Inc., and Customer, as successor-in-interest to Snohomish County Emergency Radio System, an interlocal nonprofit corporation of the State of Washington, are the parties to that certain Indefeasible Right of Use (IRU) Agreement having a footer reference date of February 27, 2009 (the "2009 IRU"), as subsequently amended by that certain First Amendment to Indefeasible Right of Use Agreement fully executed as of September 25, 2012 (the "2012 First Amendment," and, together with the 2009 IRU, the "IRU Contract"). Note, that, while neither party has been able to locate an executed copy of the 2009 IRU, both parties agree the 2009 IRU has been implemented. Pursuant to the IRU Contract, Customer purchased from Provider a thirty (30) year indefeasible right of use in and to the following three (3) dark fiber routes:

- (i) IRU Fiber Route A: Two (2) strands of dark fiber connecting the A Location End Point of East Administration Building, 3000 Rockefeller Avenue, Everett, Washington, 98201, to the Z Location End Point of SNOPAC, 1121 SE Everett Mall Way, Everett, Washington, 98208;
- (ii) IRU Fiber Route B: Two (2) strands of dark fiber connecting the A Location End Point of SNOPAC, 1121 SE Everett Mall Way, Everett, Washington, 98208, to the Z Location End Point of SNOCOM, 6204 – 215th Street SW, Mountlake Terrace, Washington 98043;
- (iii) IRU Fiber Route C: Two (2) strands of dark fiber connecting the A Location End Point of SNOCOM, 6204 – 215th Street SW, Mountlake Terrace, Washington 98043, to the Z Location End Point of East Administration Building, 3000 Rockefeller Avenue, Everett, Washington, 98201.

(b) Relocation of SNOPAC Operations. As of the Effective Date of this Service Order, Customer is in the process of relocating its operations that have historically been conducted at the SNOPAC, 1121 SE Everett Mall Way, Everett, Washington, 98208, location (the "Old Location"), to a new location at 332 SW Everett Mall Way, Everett, Washington 98204 (the "New Location"). In connection with establishing its operations at the New Location, Customer is ordering from Provider the two (2) pairs of dark fiber set forth in the above table and designated as Dark Fiber Pair Route 1 and Dark Fiber Pair Route 3. Customer anticipates the relocation of its operations from the Old Location to the New Location will take approximately one (1) year, during which time Customer will need to keep both the Old Location and the New Location online and connected.

(c) Potential Amendment of IRU Contract to Substitute New Location for Old Location. Once Customer has completed the relocation of its operations from the Old Location to the New Location, Customer may decide it no longer needs to have dark fiber connecting the Old Location to the East Administration Building, 3000 Rockefeller Avenue, Everett, Washington, 98201, location, and/or that it no longer needs to have dark fiber connecting the Old Location to the SNOCOM, 6204 – 215th Street SW, Mountlake Terrace, Washington 98043, location. In such event, Customer shall have the option to amend the IRU Contract to change the Z Location End Point of IRU Fiber Route A from

the Old Location to the New Location, and/or to change the A Location End Point of IRU Fiber Route B from the Old Location to the New Location. Customer may exercise this option by delivering written notice to Provider. In such event, Customer will pay Provider a one-time, non-recurring charge in the amount of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for each IRU Fiber Route Customer wants changed, and the parties will memorialize the change in a written amendment to the IRU Contract that is executed by both parties.

(d) Disconnection of Dark Fiber Pair Route 1 and/or Dark Fiber Pair Route 3. If Customer elects to amend the IRU Contract to change IRU Fiber Route A and/or IRU Fiber Route B to connect to the New Location instead of the Old Location, Customer may no longer need Dark Fiber Pair Route 1 and/or Dark Fiber Pair Route 3 listed in the table above. In such event, Customer shall have the right, beginning on the first (1st) day of the twenty-fifth (25th) month of the Initial Service Term for this Service Order, to disconnect Dark Fiber Pair Route 1 and/or Dark Fiber Pair Route 3 prior to the scheduled expiration of the Initial Service Term without incurring any early Termination Charge or other disconnection fee. Customer may exercise this right by delivering written notice to Provider. Should Customer elect to disconnect either or both of Dark Fiber Pair Route 1 or Dark Fiber Pair Route 3 prior to the first (1st) day of the twenty-fifth (25th) month of the Initial Service Term for this Service Order, then Customer shall pay Provider a Termination Charge equal to the remaining MRC for the Dark Fiber Pair Route(s) being terminated that is equal to the amount of remaining MRC for such Dark Fiber Pair Route(s) that would have been due to Provider from Customer through the twenty-fourth (24th) month of the Initial Service Term.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature

Printed Name

Title

Date Signed

Authorized Provider Signature

Printed Name

Title

Date Signed

[The remainder of this page is intentionally left blank.]

*The cities are already
in Blackrock fibre path, it
is ~~not~~ installed anyway.
30 year agreement, they can't undo it.
SERS and member cities get to use
Black Rock cable once installed.
Woodbury is not one of the member cities*

INDEFEASIBLE RIGHT OF USE (IRU) AGREEMENT

Goal is interoperability between cities public safety

BY AND BETWEEN

BLACK ROCK CABLE

AND

SNOHOMISH COUNTY EMERGENCY RADIO SYSTEM

DATED: _____

- questions:*
- 1. Why is SERS doing cable if it is a radio system*
 - 2. Is the cable just a backup?
Do comm. centers need this.*
 - 3. How are 911 calls now commuted to fire + police*

INDEFEASIBLE RIGHT OF USE AGREEMENT

THIS INDEFEASIBLE RIGHT OF USE AGREEMENT (the "Agreement"), dated for identification _____, is made by and between Black Rock Cable, a Nevada corporation DBA Black Rock Cable, Inc. ("Black Rock"), and Snohomish County Emergency Radio System, an interlocal nonprofit corporation of the State of Washington ("Customer").

RECITALS

WHEREAS, Black Rock is planning to construct or has constructed a Cable Bundle(s) containing multiple single mode fiber optic lines between certain points identified in Exhibit A attached hereto; and

WHEREAS, Customer desires to use certain optical fibers in the Cable Bundle, and Black Rock desires to grant Customer an Indefeasible Right to Use certain fibers in the Cable Bundle, all upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. Unless expressly otherwise defined herein, the following capitalized terms when used in this Agreement will have the following meaning:

"Actual Delivery Date" shall mean the day following the fourteen (14) day Customer Test Period and the beginning of the Term of this IRU and payments required hereunder.

"Binding Delivery Date" shall mean the latest day that the parties agree that Black Rock must provide Customer Fibers for Customer activation and testing.

"Cable Bundle" when used herein as a defined term means the fiber optic cable and the fiber contained therein, and associated splicing connections, splice boxes, and other appurtenances that may be installed as part of the Cable Bundle.

"Continuity" shall mean the ability of the Customer Fibers to pass signals within the loss budget limitations for any specific Customer Fiber connection.

"Customer Fibers" shall mean the specific Dark Fibers in the Cable Bundle that are the subject of an IRU granted hereunder, as identified in the attached Exhibit A.

"Customer Test Period" shall mean the fourteen (14) day period beginning at the day that notice is given by Black Rock to the Customer that the Customer Fibers are ready for Customer activation and testing.

“Dark Fibers” shall mean fiber optic strands provided without electronics or optronics, and which are not “lit” or activated.

“Execution Date” shall mean the date which the Customer signs and executes this Agreement.

“Impositions” shall mean all taxes, fees, levies, imposts, duties, charges or withholdings of any nature (including, without limitation, sales, use, transfer, personal property and real property taxes, gross receipts taxes, gross income taxes, net receipts or net income taxes received by or accrued to such party, franchise, access, license and permit fees), together with any penalties, fines or interest thereon (except for penalties or interest imposed as a direct result of acts or failures to act on the part of a party) arising out of the transactions contemplated by this Agreement and/or imposed upon the Cable Bundle by any federal, state or local government or other local public taxing authority with the lawful capacity to charge, levy or impost.

“Indefeasible Right of Use” or “IRU” shall mean an exclusive indefeasible right of use for the purposes described herein, in the Customer Fibers, as granted in this Agreement, provided that the IRU granted hereunder does not provide Customer with any ownership interest in or other rights to physical access to, or control of, modifications of, encumbrance in any manner, or the use of the Cable Bundle except as expressly set forth in any applicable franchise granted to Black Rock by the County or as otherwise set forth herein.

“Initial Term” shall mean the period described in Section 8.A. of the Agreement.

“Interest Holders” shall mean any and all owners (including Black Rock and Customer) in the Cable Bundle and any and all holders of an IRU or equivalent interests (including long-term lessees) in the Cable Bundle.

“IRU Fee” shall mean the fee negotiated and stated on the Exhibit A for which an IRU has been granted to Customer as set forth in this Agreement, hereafter, and shall not include applicable charges for Maintenance Fees, Impositions incurred or accrued by reason of the IRU.

“Maintenance Fees” shall mean the fees to be paid by the Customer to Black Rock for the maintenance and repair of the Cable Bundle, as set forth in the attached Exhibit A.

“Maintenance Window” shall mean a prearranged period of time reserved for performing certain work on the Cable Bundle.

“Reasonable Efforts” shall mean efforts commercially and reasonably designed to achieve the desired results.

“Service Affecting Condition” shall mean a condition on the Cable Bundle that materially adversely affects Customer’s ability to utilize the Customer Fibers.

“Underlying Rights” shall mean all deeds, leases, easements, rights of way, licenses, franchises, permits and other rights, titles or interests as are necessary for the construction, installation, operation, maintenance or repair of the Cable Bundle in the public right of way and the Customer’s conduit.

“Underlying Rights Requirements” shall mean the terms, conditions, requirements, restrictions, and/or limitations upon Customer’s right to use the Customer Fibers as provided and permitted under

this Agreement, and associated safety, operational and other rules and regulations imposed in connection with the Underlying Rights.

All sums of money expressed in this Agreement are expressed in lawful currency of the United States of America.

2. GRANT OF RIGHTS IN THE CERTAIN CABLE BUNDLE

- A. Black Rock hereby grants to Customer an exclusive Indefeasible Right of Use in the Customer Fibers located within the Cable Bundle, all as more specifically described in the Exhibit A attached hereto. Black Rock shall retain legal title to the entire Cable Bundle and the Customer Fibers, subject only to the IRU granted hereunder.
- B. Black Rock will provide Customer Fibers to the Customer with no bandwidth restrictions. The Customer may use the Customer Fiber for any legal and authorized purpose, pursuant to this Agreement. The Customer Fibers will be built as a discreet and dedicated connection for the Customer and no other party.
- C. Customer shall use the Customer Fibers for the purpose of a Public Safety Network. Such use shall be broadly construed.

3. PERMITS; UNDERLYING RIGHTS

- A. Black Rock shall obtain on or before the Binding Delivery Date, any and all Underlying Rights relating to the grant of rights and interests in and/or access to the real property underlying the Cable Bundle, and such other rights, licenses, permits, authorizations, consents and approvals (including, without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to (i) grant the IRU, and otherwise perform its obligations hereunder, and (ii) permit Customer to use, operate and access the Customer Fibers all in accordance with the terms and conditions hereof, and the Underlying Rights Requirements.
- B. Notwithstanding anything in this Agreement to the contrary, it is expressly understood that Customer shall be solely responsible for compliance with all legal and regulatory requirements associated with its business or operation of Customer Fibers or use of the IRU including maintaining all required franchises, permits, authorizations, licenses, approvals or other consents (other than the Underlying Rights), and Black Rock shall have no responsibility or liability whatsoever in connection therewith.
- C. Black Rock shall use its Reasonable Efforts to either require that the stated term of any Underlying Right applicable to the Cable Bundle shall be for a period that does not expire or terminate in accordance with its ordinary terms prior to the last day of the Initial Term of the IRU, or if the stated term of any such Underlying Rights expires, in accordance with its ordinary terms, on a date earlier than the last day of the Initial Term of the IRU, Black Rock shall, at its cost, exercise any

renewal rights thereunder, or otherwise use its Reasonable Efforts to acquire such extensions, additions and/or replacements as may be necessary in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the Initial Term of the IRU; provided, however, that Black Rock shall not be required to expend, as consideration for any such renewals or extensions, more than the fair market rate payable at such time for similar rights and terms, unless Customer agrees, at its option, to pay directly any amounts required to be paid in excess of such fair market rate to renew or extend such Underlying Rights. If after use of Reasonable Efforts, Black Rock does not obtain such extensions, additions and/or replacements, nothing in this Agreement shall prevent Customer from seeking to obtain or obtaining any renewal or extension of any such Underlying Rights from the grantor of such Underlying Rights, but at the Customer's sole cost and expense.

- D. Notwithstanding anything to the contrary contained in this Agreement, upon the expiration or termination of any Underlying Right that is necessary in order to grant, continue or maintain an IRU granted hereunder in accordance with the terms and conditions hereof, and so long as Black Rock shall have fully observed and performed its obligations in accordance with this Agreement with respect thereto, the term, either the Initial Term or any Renewal Term granted hereunder, of the IRU granted with respect to the Customer Fibers or any portion of the Cable Bundle affected thereby shall automatically expire upon such expiration or termination of the Underlying Rights.
- E. Black Rock shall use its Reasonable Efforts to cause the terms of each such Underlying Rights to provide Customer with a guarantee of non-disturbance during the term of such Underlying Rights and any renewal thereof, and shall further endeavor to include the right of Customer to obtain notice of any default on the part of Black Rock and to permit Customer to cure, on behalf of Black Rock, any such default by Black Rock and, thereafter, to continue the use of such Underlying Rights in accordance with Black Rock's rights and interests thereunder; provided that Black Rock's failure to obtain such notice and a right to cure shall not be considered a breach of this Agreement by Black Rock. If Customer at any time cures such default by Black Rock, Black Rock shall reimburse Customer for any and all amounts reasonably paid by Customer promptly upon demand.
- F. Black Rock further covenants and agrees with respect to such Underlying Rights to observe and perform its duties, obligations and responsibilities under such Underlying Rights or under this Agreement, if the failure to observe and perform any such obligation or obligations would permit the grantor of such Underlying Rights to terminate such Underlying Rights prior to its stated expiration date, or would otherwise materially adversely impair or affect Customer's ability to use the Customer Fibers, or exercise Customer's rights with respect to the IRU, as provided and permitted hereunder.

- G. Throughout the term of each such Underlying Rights, Black Rock shall at its reasonable cost and expense defend and protect Black Rock's rights in and interests under the Underlying Rights and Customer's right to use the Customer Fibers as provided and permitted hereunder against interfering or infringing rights, interests or claims of third parties.

4. SCHEDULED MAINTENANCE WINDOWS

- A. Black Rock shall have the right to perform regularly scheduled maintenance on the Cable Bundle on at least a monthly basis or more often as may be agreed between the parties. Regularly scheduled maintenance may require temporarily disconnecting of the Customer Fibers for various reasons. Black Rock will coordinate with the Customer to mutually agree to Maintenance Windows that will have the least impact on the Customer Fibers.

5. IRU FEE; MAINTENANCE FEE; INVOICING

- A. Customer shall pay to Black Rock a one-time fee plus applicable taxes for its use of the Customer Fibers as stated on the attached Exhibit A.
- B. Customer shall pay an annual Maintenance Fee as described in Appendix A.
- C. Black Rock will invoice Customer for all IRU Fees due to Black Rock annually. All invoices shall be delivered to Customer in a customary fashion and shall be due and payable thirty (30) days after the date thereof.
- D. In the event Customer shall fail to make any payment under this Agreement when due, such amounts shall accrue interest from the date such payment is due until paid, including accrued interest compounded monthly, at an annual rate of eight percent (8%).

6. CONSTRUCTION OF THE CABLE BUNDLE

- A. Black Rock shall, at Black Rock's sole cost and expense, design, engineer, procure all fiber and material, install, and construct the Cable Bundle. Black Rock shall choose the route of the Cable Bundle and such route may not be the most direct route between the locations desired by the Customer.
- B. Black Rock shall provide the Customer Fiber to the Customer for activation and testing no later than _____ ('Binding Delivery Date'). If Black Rock cannot provide the Fiber to the Customer within the time frame in the preceding sentence, the Customer will have the option to void this Agreement and all terms conditions and payments required herein, provided, however, that the reason for Black Rock's inability to perform was under Black Rock's control or responsibility pursuant to this Agreement.
- C. Upon provision of the Customer Fibers to the Customer, the Customer payment obligations shall commence at the conclusion of the Customer Test Period.

7. TESTING AND DELIVERY OF THE CUSTOMER FIBERS

- A. Black Rock shall test all Customer Fibers for Continuity and estimated loss between the Connection Points or point of demarcation in accordance with standard industry practices. Prior to the Execution Date, Black Rock shall present Customer with the maximum loss budget and such loss budget shall be included in Exhibit A.
- B. After construction and testing have been completed, Black Rock will notify the Customer in writing that the Customer Fibers are ready for Customer use. The Customer shall have fourteen (14) calendar days ("Customer Test Period") to install, activate and test Customer owned equipment and verify that the Customer Fibers are providing connectivity between the Customer owned equipment. If requested by the Customer, Black Rock may assist the Customer during the activation process.
- C. The calendar day of the expiration of the Customer Test Period shall be known as the Actual Delivery Date, which shall begin the Term of this Agreement and the IRU and all fees required herein.

8. TERM, TERMINATION, TITLE TRANSFER AND RENEWAL

- A. The grant of the IRU for the Customer Fibers shall be for an Initial Term to commence on the Actual Delivery Date and to expire on the thirtieth (30th) year anniversary date of the Actual Delivery Date.
 - (i) At the expiration or other termination of this Agreement, the IRU shall immediately terminate and all rights of Customer to use the Cable Bundle or Customer Fibers shall cease and Black Rock shall owe the Customer no additional duties or consideration with respect to the Cable Bundle or Customer Fibers provided, however, that the Term has not been renewed.
 - (ii) Notwithstanding the foregoing, no termination or expiration of this Agreement shall affect the rights or obligations of any party hereto with respect to any prior breach or any then existing defaults or the obligation to make any payment hereunder for services rendered prior to the date of termination or expiration or with regard to any provisions of this Agreement that shall survive the expiration or termination hereof.

9. ACCESS TO CUSTOMER FIBERS

- A. Black Rock will provide Customer with access to the Customer Fiber as specified in the attached Exhibit A in order for Customer, at Customer's sole cost and expense, to connect its electronic equipment and interconnecting fibers to the Customer Fibers ("Connecting Point"). Black Rock shall provide a fiber distribution panel at each Connecting Point, which shall be the point of demarcation between the Cable Bundle and the Customer Fibers.

- B. Customer may determine and utilize any type of electronics or technologies in association with the Customer Fibers, and Customer may install and operate its interconnecting fibers, and upgrade, rearrange, maintain, repair, replace or otherwise deal with Customer's electronics and interconnecting fibers at its sole discretion, subject to mutually agreeable safety procedures; provided, however, that none of Customer's electronics or technologies shall create any risk of damage to, or otherwise interfere with the quiet use and enjoyment of the Cable Bundle by Black Rock or any other Interest Holders.

10. MAINTENANCE AND REPAIR OF THE CABLE BUNDLE

- A. The maintenance of the Cable Bundle shall be provided either by Black Rock or by an independent contractor to be selected by Black Rock.
- B. In the event that all or any part of the Cable Bundle is damaged or destroyed such that a Service Affecting Condition exists on the Customer Fibers, Black Rock shall promptly resolve such Service Affecting Condition. Notwithstanding anything contained herein to the contrary, except where a Service Affecting Condition was caused primarily by the gross negligence or willful misconduct of Black Rock, its employees or agents, Black Rock shall not incur any liability to Customer by reason of a Service Affecting Condition except its obligation to resolve such Service Affecting Condition as set forth in this Agreement, and Customer shall not be entitled to any credits for IRU Fees or any other payment paid or to be paid by the Customer pursuant to this Agreement by reason of such Service Affecting Condition.
- C. Black Rock must maintain Continuity of the Customer Fibers at all times. If the Customer suspects that Customer Fiber Continuity is lost between locations, the Customer shall notify Black Rock immediately. Once Black Rock has been notified, Black Rock will inspect the Customer Fiber and report back to the Customer within four (4) hours after gaining access to each terminated end of the Fiber. Black Rock must reestablish Continuity of the Customer Fiber as soon as possible or notify the Customer that problems encountered are not due to lack of Fiber Continuity. Subject to the Force Majeure provisions of this Agreement, if Black Rock cannot provide Continuity within forty-eight (48) hours after notification by the Customer, the Customer will have the option to terminate this Agreement.

11. OPERATIONS

- A. Customer acknowledges and agrees that Black Rock is not supplying nor is Black Rock obligated to supply Customer with any optronics or electronics or optical or electrical equipment for the operation of the Customer Fibers, including without limitation, generators, batteries, air conditioners, fire protection and monitoring and testing equipment, all of which are the sole responsibility of Customer.

- B. Customer represents and warrants that it shall not use the Customer Fibers in any manner that is not in compliance with (i) any and all applicable government codes, ordinances, laws, rules, regulations and/or restrictions, and (ii) the Underlying Rights Requirements, as such may be amended from time to time. Black Rock shall provide Customer with all Underlying Rights Requirements and any updates thereto as the same are issued. Customer shall not use any product or service that fails to comply with any applicable safety rules or that would cause any portion of the Cable Bundle to violate any state or federal environmental laws.
- C. Subject to the provisions of this Agreement, Customer expressly agrees that it will not offer the IRU nor the Customer Fibers in connection with the IRU granted hereunder for use by any third party as a Dark Fiber, but will only offer services on the Customer Fibers on which Customer has installed and is operating electronics and other facilities. Customer expressly acknowledges that any breach of the covenant contained in this Section shall be a material breach of this Agreement, entitling Black Rock to exercise any rights and remedies otherwise provided by reason of Customer's material default.
- D. Black Rock acknowledges and agrees that it has no right to use the Customer Fibers during the Initial Term or any applicable Renewal Term of this Agreement, and after the Actual Delivery Date of the grant of the IRU hereunder, Black Rock shall keep the Customer Fibers, and the IRU granted free from (i) any liens of any third party attributable to Black Rock, and (ii) any rights or claims of any third party attributable to Black Rock. To the extent that Black Rock has granted or shall grant any lien, encumbrance or security interest in or on all or any portion of the Cable Bundle, Black Rock shall, to the extent reasonably possible prior to such grant, provide to Customer a written nondisturbance agreement from such lienholder substantially to the effect that such lienholder acknowledges Customer's rights and interests in and to the Customer Fibers, and the IRU hereunder, and that such lienholder expressly agrees that the same shall not be diminished, disturbed, impaired or interfered with by such lienholder in the exercise of any rights it may have with regard to Black Rock's interest in the affected portion of the Cable Bundle. Black Rock shall not use any other fibers in the Cable Bundle in a way which physically interferes with or has a material adverse affect on the use of the Customer Fibers, and Black Rock shall on Customer's request, obtain from any Interest Holders a similar agreement to protect Customer's use of the Customer Fibers from interference or impairment by reason of such Interest Holder's use of other fibers in the Cable Bundle.
- E. Customer acknowledges and agrees that it has no right to use any of the fibers, other than the Customer Fibers incorporated in the Cable Bundle. Customer expressly acknowledges that the Cable Bundle includes or will include other Interest Holders, including Black Rock, of Dark Fiber IRU's and other system users. Customer shall not use the Customer Fibers or related equipment in a way which physically interferes in any way with or adversely affects the use and quiet enjoyment of any portion of the Cable Bundle, any other fibers in the Cable

Bundle, any Cable within the Cable Bundle, or otherwise of any other Interest Holder using the Cable Bundle. Customer shall keep any and all of the Cable Bundle, other than the IRU in the Customer Fibers granted to Customer hereunder, free from any liens, rights or claims of any third party attributable to Customer.

12. INDEMNIFICATION

- A. Subject to the provisions of this Agreement, Black Rock hereby releases and agrees to indemnify, defend, protect and hold harmless Customer, its elected and appointed officials, officers, and employees from and against: (i) any and all causes of action, demands, claims, suits, losses, judgments or costs (collectively "Damages") which may be brought by or asserted by any third party against Customer as a direct result of Black Rock's design, construction, maintenance or operation or use of the Cable Bundle, or (ii) each and every breach, or material default by Black Rock of any of its covenants, agreements, duties or obligations hereunder, or (iii) any violation by Black Rock of any regulation, rule, statute or court order of any local, state or federal governmental agency, court or body in connection with Black Rock's performance of its obligations under this Agreement, or (iv) damages directly attributable to the negligent act or omission or willful misconduct of Black Rock.
- B. Subject to the provisions of this Agreement, Customer hereby releases and agrees to indemnify, defend, protect and hold harmless Black Rock, its directors, officers, stockholders, agents, and employees, and its respective successors or permitted assigns from and against: (i) any and all causes of action, demands, claims, suits, losses, judgments or costs (collectively "Damages") which may be brought by or asserted by any third party against Black Rock as a direct result of Customer's maintenance, operation or use of the Customer Fibers and IRU, or (ii) each and every breach, or material default by Customer of any of its covenants, agreements, duties or obligations hereunder, or (iii) any violation by Customer of any regulation, rule, statute or court order of any local, state or federal governmental agency, court or body in connection with Customer's performance of its obligations under this Agreement, or (iv) damages directly attributable to the negligent act or omission or willful misconduct of Customer.

13. LIMITATION OF LIABILITY

- A. Notwithstanding any provision of this Agreement to the contrary, except to the extent caused by its own willful misconduct, neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages including, but not limited to, loss of profits or revenue, cost of capital, or claims of customers, (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), whether foreseeable or not, arising out of, or in connection with the liable party's performance or non performance of its respective obligations or breach of any provisions of this Agreement or any other cause or nature whatsoever whether occasioned by any

design, engineering, construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, such liable party, including breach of contract, breach of warranty, tort, negligence, strict liability or otherwise, and all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

14. INSURANCE

A. Each party shall procure and maintain in force at its sole cost and expense the following insurance coverages that are lawfully approved to do business in the State of Washington in which the Customer Fibers are located, in the amounts and with limits as set forth below:

- (i) not less than \$1,000,000 combined single-limit liability insurance, on an occurrence basis, for personal injury and property damage, including, without limitation, injury or damage arising from the operation of vehicles or equipment and liability for completed operations;
- (ii) workers' compensation insurance in amounts required by applicable law and employers' liability insurance, with a limit of at least \$500,000;
- (iii) automobile liability insurance covering death or injury to any person or persons, or damage to property arising from the operation of vehicles, with limits of not less than \$1,000,000 per occurrence.

Black Rock shall require each subcontractor who is engaged by Black Rock in connection with the construction or maintenance of the Cable Bundle to maintain insurance in the types and amounts set forth herein.

B. Each party shall be listed as an additional insured but only with respect to the operation and liability of the named insured on all policies set forth above held for the benefit of the other party, except workers' compensation. All such policies of insurance shall provide that the additional insured shall be notified in writing at least thirty (30) days prior to any cancellation of, or any material change or new exclusions in the policy. Each party shall provide the other party with certificates of insurance evidencing such insurance coverage.

15. TAXES, FEES AND IMPOSITIONS

A. Black Rock shall be responsible for and shall timely pay any and all Impositions with respect to construction of the Cable Bundle. Black Rock shall be responsible for and shall timely pay any and all Impositions with respect to operation of the Cable Bundle.

16. DEFAULT

A. Customer's Default:

- (i) In the event any amount or amounts due and payable hereunder by Customer remain unpaid for a period of thirty (30) days after the due date and after written notice to Customer, then Customer shall be in material default of this Agreement.
- (ii) With respect to any other material obligations of Customer hereunder, unless a shorter time period for cure is expressly provided elsewhere in this Agreement, in the event Customer shall fail to perform such an obligation as set forth in this Agreement and such failure shall continue for a period of thirty (30) days after written notice of such failure to Customer, Customer shall be in material default hereunder; provided, however, that where such failure cannot reasonably be cured within such 30-day period, if Customer shall proceed promptly to cure the same within the aforesaid period and continues to prosecute such cure with due diligence, the time for curing such failure shall be extended for such period of time as may reasonably be necessary to complete such cure; and provided further that if Customer certifies in good faith to Black Rock in writing that a failure has been cured, such failure shall be deemed to be cured unless Black Rock in good faith otherwise notifies Customer in writing within fifteen (15) days of receipt of such notice from Customer.
- (iii) Upon failure to cure any material default by Customer, after written notice thereof from Black Rock, Black Rock may (i) in accordance with the terms herein, take such action as it determines, in its sole discretion, to be necessary to correct the default and recover from Customer, Black Rock's reasonable costs incurred in correcting such default; (ii) terminate any and all of its obligations hereunder with respect to any portion of the Cable Bundle as to which the Actual Delivery Date has not yet occurred or as to which the grant of the IRU has not yet become effective, and in such case, Black Rock may apply any and all amounts previously paid by Customer hereunder with respect to such affected portion of the Cable Bundle toward the payment of any other amounts then or thereafter payable by Customer hereunder; and (iii) suspend Customer's access to and right to use any Customer Fibers, until such time as all amounts then due and owing have been paid; (iv) pursue any legal remedies it may have under applicable law or principles of equity relating to such default, including specific performance.

B. Black Rock's Default:

- (i) With respect to any other material obligations of Black Rock hereunder, in the event Black Rock shall fail to perform such an obligation and such failure shall continue for a period of thirty (30) days after written notice of such failure to Black Rock, Black Rock shall be in material default hereunder; provided, however, that where such failure cannot reasonably be cured within such 30-day period, if Black Rock shall proceed promptly to cure the same within the aforesaid period and continues to prosecute such cure with due diligence, the time for curing such failure shall be extended for such period of time as may reasonably be necessary to complete such cure; and provided further that if Black Rock certifies in good faith to Customer in writing that a failure has been cured, such failure shall be deemed to be cured unless Customer in good faith otherwise notifies Black Rock in writing within fifteen (15) days of receipt of such notice from Black Rock.
- (ii) Black Rock shall be in material default hereunder (i) immediately upon the making by Black Rock of a general assignment for the benefit of its creditors, the filing by Black Rock of a voluntary petition in bankruptcy or the filing by Black Rock of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution, or similar relief; or (ii) one hundred twenty (120) days after the filing of an involuntary petition in bankruptcy or other insolvency protection against Black Rock which is not dismissed within such one hundred twenty (120) days.
- (iii) Upon failure to cure any material default by Black Rock, Customer may take such action as it determines, in its sole discretion, to be necessary to correct the default, at Black Rock's sole expense, including, if reasonably required, curing any defaults under any Underlying Rights, and/or obtaining such Underlying Rights as may reasonably be required for Customer to cure such Black Rock default. In such event, Customer may recover from Black Rock its reasonable Costs in correcting such default, and Customer may also pursue any legal or equitable remedies it may have under applicable law or principles of equity relating to such default including specific performance.

- C. Except as set forth to the contrary herein; any right or remedy of Customer or Black Rock provided in this Agreement shall be cumulative and without prejudice to the exercise of any other right or remedy.

17. **FORCE MAJEURE**

- A. Neither party shall be in default under this Agreement if, and to the extent that, any failure or delay in such party's performance of one or more of its obligations hereunder is caused by any of the following conditions, each of which shall

constitute a force majeure, and the affected party shall be released from liability and shall suffer no prejudice for the failure of performance of its obligation or obligations, and, if the construction schedule is affected, the Estimated Delivery Date for the Cable Bundle or the Customer Fibers, shall be excused and extended for and during the period of any such delay: any circumstance beyond the reasonable control of the affected party, including without limitation, any change of circumstances not reasonably foreseen at the time this Agreement was executed which is beyond the reasonable control of the affected party, and which materially affects the ability of the affected party to perform its obligations hereunder; any act of God; fire; flood; lack of or delay in transportation; the adoption or amendment of government codes, ordinances, laws, rules, regulations or restrictions that materially impair the affected party's performance hereunder; war or civil disorder; strikes, lock-outs or other labor disputes; failure of a third party to grant or recognize an Underlying Right (provided Black Rock has made timely and reasonable commercial efforts to obtain the same).

18. DISPUTE RESOLUTION

- A. Initially, the parties agree to negotiate in good faith at the upper management level to attempt to settle any disputes or claims that may arise out of or in relation to this Agreement. If after good faith negotiations, the parties cannot reach mutual resolution to any dispute or claim arising out of or in relation to this Agreement, or any breach of this Agreement, the parties must mutually agree to seek resolution of the disputes or claims through mediation facilitated by a mutually acceptable mediator. If the mediation is unsuccessful, the parties agree to settle the dispute or claim pursuant to the Rules of Mandatory Arbitration as provided by the Superior Court of Snohomish County, Washington, notwithstanding that the claim for relief or dollar amount of any claim may exceed the limits of such arbitration. Either party may initiate arbitration by filing a complaint with the Snohomish County Superior Court. The prevailing party at such arbitration shall be entitled to its costs, including reasonable attorneys fees as set by the arbitrator.

19. ASSIGNMENT AND TRANSFER

- A. Customer shall not assign, encumber or otherwise transfer this Agreement or all or any portion of its rights or obligations hereunder to any other person or entity without the prior written consent of Black Rock, which consent will not be unreasonably withheld or delayed provided that such assignment or transfer shall be subject to the assignee's or transferee's assumption of the obligations under this Agreement.
- B. Customer shall not assign, encumber or otherwise transfer this Agreement or all or any portion of its rights or obligations hereunder to any other person or entity without Black Rock's prior written consent, which consent will not be unreasonably withheld.

- C. Black Rock may not assign or transfer this Agreement including its rights and obligations hereunder without Customer's prior written consent, which consent will not be unreasonably withheld, provided that if consent is given and the Agreement is assigned, the transferee shall expressly assume all obligations of the Agreement and demonstrate the ability to perform those obligations.

20. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

- A. Each party represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; and (ii) all actions necessary to enter into this Agreement and to perform all of the transactions contemplated hereby have been taken.
- B. Customer and Black Rock each agree to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder by any governmental or regulatory agency or authority. So long as any such action would not violate the terms of any Underlying Rights, Black Rock agrees, upon request of Customer, and at Customer's expense, to execute, file and/or record such documents or instruments as Customer shall deem reasonably necessary or appropriate to evidence or safeguard Customer's rights under the IRU.
- C. Black Rock represents and warrants that it is not in default under any of the Underlying Rights to the extent that such default would permit the grantor of such Underlying Rights to terminate such Underlying Rights prior to its stated expiration date, or would otherwise materially, adversely impair or affect Customer's ability to use the Customer Fibers or exercise its rights with respect thereto, as provided and permitted hereunder, and, to the best of its knowledge, no grantor is in default under any Underlying Rights.
- D. EXCEPT AS SET FORTH IN THIS AGREEMENT, BLACK ROCK MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CUSTOMER FIBERS AND ASSOCIATED PROPERTY OR FACILITIES OR DELIVERABLES HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES MADE BY BLACK ROCK TO CUSTOMER WITH RESPECT TO THIS AGREEMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED.

21. MISCELLANEOUS

- A. No Waiver: The failure of either party hereto to give notice of default or breach of any provision of this Agreement or to enforce any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of any such

default or breach or its right to enforce any such provision at the later date, but the same shall nevertheless be and remain in full force and effect.

- B. Governing Law/Venue: This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington, without reference to its choice of law principles. Any litigation based hereon, or arising out of or in connection with a default by either party in the performance of its obligations hereunder, shall be brought and maintained exclusively in the Snohomish County Superior Court of the State of Washington and each party hereby irrevocable submits to the jurisdiction of such court for the purpose of any such litigation and irrevocably agrees to be bound by any judgment rendered thereby in connection with such litigation.
- C. Notices: Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing, addressed to the other party as follows:

If to Black Rock: Black Rock Cable, Inc.
Attention: Bob Warshawer, President
1512 Fairview St. – Bellingham, WA 98229
Telephone No.: (360) 738.3116

If to Customer: Snohomish County
Attention: Ron Solemsaas
1121 SE. Everett Mall Way, St. 210
Everett, WA 98201-2832
Telephone No.: (425) 407-3925

or at such other address as either party may designate from time to time in writing to the other party. Notices shall be hand delivered, sent by U.S. mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile, and shall be deemed served or delivered to the addressee or its office when actually received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by fax, on the day after being sent when sent by overnight delivery service, or three (3) days after deposit in the mail when sent by U.S. mail.

- D. Captions and Headings: The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

- E. Time is of the Essence: All actions, activities, consents, approvals and other undertakings of the parties in this Agreement shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein.
- F. Entire Agreement: The fact that this Agreement may have been either fully negotiated between or jointly drafted by the parties, shall not affect the interpretation of any provision of this Agreement in a manner adverse to such party or otherwise prejudice or impair the rights of such party. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms of this Agreement shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party and delivered to the party relying on the writing.
- G. Relationship of the Parties: The relationship between Customer and Black Rock shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. Customer and Black Rock, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.
- H. Severability: If any term, covenant or condition contained herein shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, so long as such invalidity does not materially impair the benefit of this Agreement to either party, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- I. Counterparts: This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- J. Survival: Any provision of this Agreement, which by its nature extends beyond the term hereof or which is required to ensure that the parties to fully exercise their rights and perform their obligations hereunder shall survive the expiration or termination of this Agreement for any cause whatsoever.
- K. Agreement Binding: This Agreement and each of the parties' respective rights and obligations under this Agreement, shall be binding upon and shall inure to the

benefit of the parties hereto and each of their respective successors and permitted assigns.

**SNOHOMISH COUNTY
EMERGENCY RADIO SYSTEM**

BLACK ROCK CABLE, INC.

Dennis Kendall, President

Date: _____, 2009

Approval recommended by:

Ron Solemsaas, Program Manager

Approved as to form by:

SERS Attorney

Signature

Printed Name

Title

Date _____, 2009

Approved as to form by:

Black Rock Attorney

STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

I certify that I have evidence that Robert Warshawer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Black Rock Cable, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

PRINTED NAME: _____

NOTARY PUBLIC

in and for the State of Washington.

My commission expires: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

I certify that I have evidence that Dennis Kendall is the person who appeared before me, and said he person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the Snohomish County Emergency Radio System, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

PRINTED NAME: _____

NOTARY PUBLIC

in and for the State of Washington.

My commission expires: _____

EXHIBIT A
TO THE IRU AGREEMENT
BY AND BETWEEN
BLACK ROCK CABLE, INC. & SNOHOMISH COUNTY

Customer Fibers

Two (2) strands from the East Administration Building, 3000 Rockefeller Ave, Everett WA
(Connection Point #1, our current demarc) to SNOPAC, 1121 SE Everett Mall Way, Everett WA
(Connection Point #2) to SNOCOM, . 21311 61st Pl W, Mountlake Terrace, WA ***TBD****
(Connection Point #3 and back to Connection Point #1

Anticipated Delivery Date

One (1) calendar month from the date of execution of the IRU Agreement.

IRU Fee

The IRU fee will be Two Hundred Sixty-two Thousand Five Hundred Dollars (\$262,500.00)
plus Washington State sales tax.

Maintenance Fees

There will be two different types of Maintenance Fees:

1. Normal pole attachments, pole transfers, damages, etc. will be charged at the rate of One Dollar (\$1.00) per strand mile per month for an approximate cost of Nine Hundred Sixty Dollars (\$960.00)/year.
2. For major undergrounding of overhead fiber routes and/or relocations due to City/County ordinance, orders or plan (Municipal Projects), the Customer and the other users will share the costs of moving the Cable Bundle at pro rata cost. Pro Rata defined as number of fibers owned by Customer divided by the number of fibers used by all other customers at that location. By way of example and for illustrative purposes only, if a relocation project will cost \$100,000.00; the Cable Bundle has 60 fibers with 40 of those fiber "lit" and actively used by 20 Black Rock Customers (2 fibers/customer), the allocated share of relocation cost to Customer would be \$5,000.00 (\$100,000.00 divided by the number of active fibers in the Fiber Bundle).

Optional Additional IRU

Customer has the Option purchasing an additional IRU for 1 pair (2 strands) of fiber between the identical end points under the same terms and conditions for the following price:

Within 1 year of the execution of the first IRU:	One Hundred Thirty-one Thousand Two Hundred Fifty Dollars (\$131,250.00) plus Washington State sales tax;
Within 2 years of the execution of the first IRU:	One Hundred Forty-one Thousand Seven Hundred Fifty Dollars (\$141,750.00) plus Washington State sales tax;
Within 3 years of the execution of the first IRU:	One Hundred Fifty-two Thousand Two Hundred Fifty Dollars (\$152,250.00) plus Washington State sales tax.

FIRST ADDENDUM TO INDEFEASIBLE RIGHT OF USE AGREEMENT

This First Amendment to Indefeasible Right Of Use Agreement (this "First Amendment") is entered into by and between the SNOHOMISH COUNTY EMERGENCY RADIO SYSTEM ("SERS") and BLACK ROCK CABLE, a Nevada corporation, d/b/a BLACK ROCK, INC., registered as a foreign corporation in the State of Washington ("BLACK ROCK").

RECITALS

A. SERS and BLACK ROCK entered into that certain Indefeasible Right Of Use Agreement dated May 8, 2009 (the "IRU").

B. The existing Fiber topology, resulting from the IRU, is as follows:

(i) From the Black Rock Demarcation Point at the East Administration Building, 3000 Rockefeller Avenue, Everett, Washington (Connection Point No. 1), to SNOPAC, 1121 SE Everett Mall Way, Everett, Washington (Connection Point No. 2).

(ii) From SNOPAC, 1121 SE Everett Mall Way, Everett, Washington, to SNOCOM, 6204 215th ST SW, Mountlake Terrace, Washington (Black Rock Current Demarcation, Connection Point No. 3).

(iii) From SNOCOM, 6204 215th ST SW, Mountlake Terrace, Washington (Black Rock Current Demarcation, Connection Point No. 3), to East Administration Building, 3000 Rockefeller Avenue, Everett, Washington (Connection Point No. 1, Black Rock Current Demarcation Point).

C. In this Addendum, the parties agree that BLACK ROCK shall reroute the connection described in Recital B(i) from Snohomish County's diverse entrance facility, above, to be diverse from the connection in recital B(ii). described above and specify the terms to accomplish that improvement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. New Fiber Topology.

1.1 BLACK ROCK shall reroute the Fiber connection from the East Administration Building, 3000 Rockefeller Avenue, Everett, Washington (Newly established Black Rock Demarcation Point), to SNOPAC, 1121 SE Everett Mall Way, Everett, Washington (Newly established Black Rock Demarcation Point) to be diverse from the Fiber Connection from SNOPAC, 1121 SE Everett Mall Way, Everett, Washington, to SNOCOM, 6204 215th ST SW, Mountlake Terrace, Washington (Black Rock Current Demarcation, Connection Point No. 3).

1.2 In the Fiber installations and connections, Black Rock shall meet and maintain the following requirements: Between a service delivery point ("SDP") and its associated connecting point of presence ("PoP"), or at SERS' option between an SDP and at least two (2) PoPs, BLACK ROCK shall supply at least two (2) physically-separated routes for access. These diverse routes shall not share any common telecommunications facilities or offices, including common building entrance. BLACK ROCK shall maintain a minimum separation of 30 feet throughout all diverse routes, except for cable crossovers, between premises/buildings where an SDP and its associated PoP are housed. However, for cable crossovers, BLACK ROCK shall maintain a minimum vertical separation of two (2) feet, with cables encased (separately), in steel or concrete.

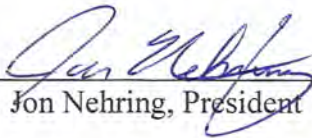
2. Time for Completion. BLACK ROCK shall complete the new Fiber topology within three (3) calendar months from the date of execution of this Addendum.

3. Cost of New Fiber Topology. The cost for the new Fiber topology, as described herein, shall be One Hundred Five Thousand Five Hundred Forty-Five and 00/100 Dollars (\$105,545.00) plus Washington State sales tax and applicable franchise fees. SERS shall pay this cost as follows: Eighty percent (80%) paid upon completion of installation and testing; the remaining twenty percent (20%) paid upon final acceptance after thirty (30) day bug free performance period. There shall be no other costs or fees charged by BLACK ROCK, including, without limitation, maintenance fees, for the new Fiber topology.

4. Miscellaneous. Except as set forth herein, all other terms and conditions of the Indefeasible Right Of Use Agreement, shall remain in full force and effect.

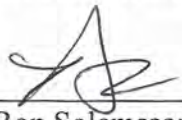
*The remainder of this page is intentionally blank.
Signatures follow on the next page.*

**SNOHOMISH COUNTY EMERGENCY
RADIO SYSTEM**


By: Jon Nehring, President

9/17/12
Date

APPROVAL RECOMMENDED:


By: Ron Solemsaas, Program Manager

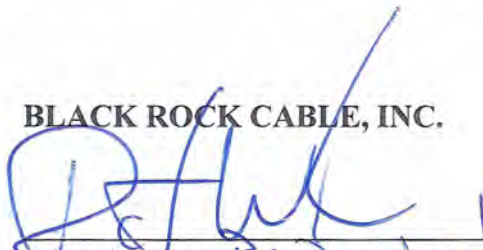
9/14/12
Date

APPROVED AS TO FORM:


SERS Attorney
Printed Name: Bradford N. Cattle

9/14/12
Date

BLACK ROCK CABLE, INC.


Printed Name: Barry Warshaw
Title: President

9/25/12
Date



Action Proposal Form

Date: 4/18/2024

Title: New GASB 96 Recognition Threshold

Background / Purpose:

In May of 2020, The Governmental Accounting Standards Board (GASB) adopted GASB 96: Subscription-Based Information Technology Arrangements. (SBITAs)

GASB 96 is a set of accounting standards defining SBITAs for government end users. It governs the accounting and financial disclosure software subscription payments. Before GASB 96, there was no specific accounting guidance for an SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended.

A schedule of these arrangements will be presented in SNO911's Financial Statement Footnotes beginning with the year-ended December 21, 2023.

SNO911 will only record such arrangements that are over \$250.00 annually.

Suggested Action/Recommendation:

Approve SNO911's GASB 96 recognition threshold of \$250.00, as presented.



Board Packet Memorandum

Date: April 18, 2024
To: Snohomish County 911 Board Members
From: Leadership Team

General

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

New World Update

The 2023.2 SP1 Upgrade scheduled for April 2nd was cancelled. This was due to a new Priority Issue (P0) that was discovered during a SNO911 IT Staff meeting with Fire Agencies to review the workflows for some Fire response plans. That Priority Issue was not able to be fixed in a timely manner and did not have any sufficient workarounds for the end-users. SNO911 IT has started the planning for the next New World Upgrade which will include replacing all the server equipment that host the NWS suite. Currently, that date is schedule for September 17th. SNO911 IT staff is working with PTCC to determine the version that will be used for the upgrade in September.

Future Facility Planning

SNO911 Tech Management Team has conducted several internal meetings to review the timeline to make sure the project work will meet the January 1st datacenter move-in date. The Tech management team has been involved in meetings with the contractors discussing electrical requirements, the security system, networking requirements and fiber requirements for the building. As reported last month most of the equipment for the new facility has been ordered or will be ordered soon. The management team will monitor the construction schedule to make any adjustments necessary to meet both the construction schedule and the move-in schedule.

Tech Department Update

Welcome aboard Richard (Rich) Bourge, our newest Tech team member who is the Facilities Coordinator. Rich started his employment with SNO911 on 4/16 and brings a lot of hands-on facility experience and knowledge to the team. Rich was employed by the University of Washington for 11 years and has over 30 years of maintenance experience. That makes him the perfect fit for our organization and this position. Rich also served in the Army for 6 years.

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

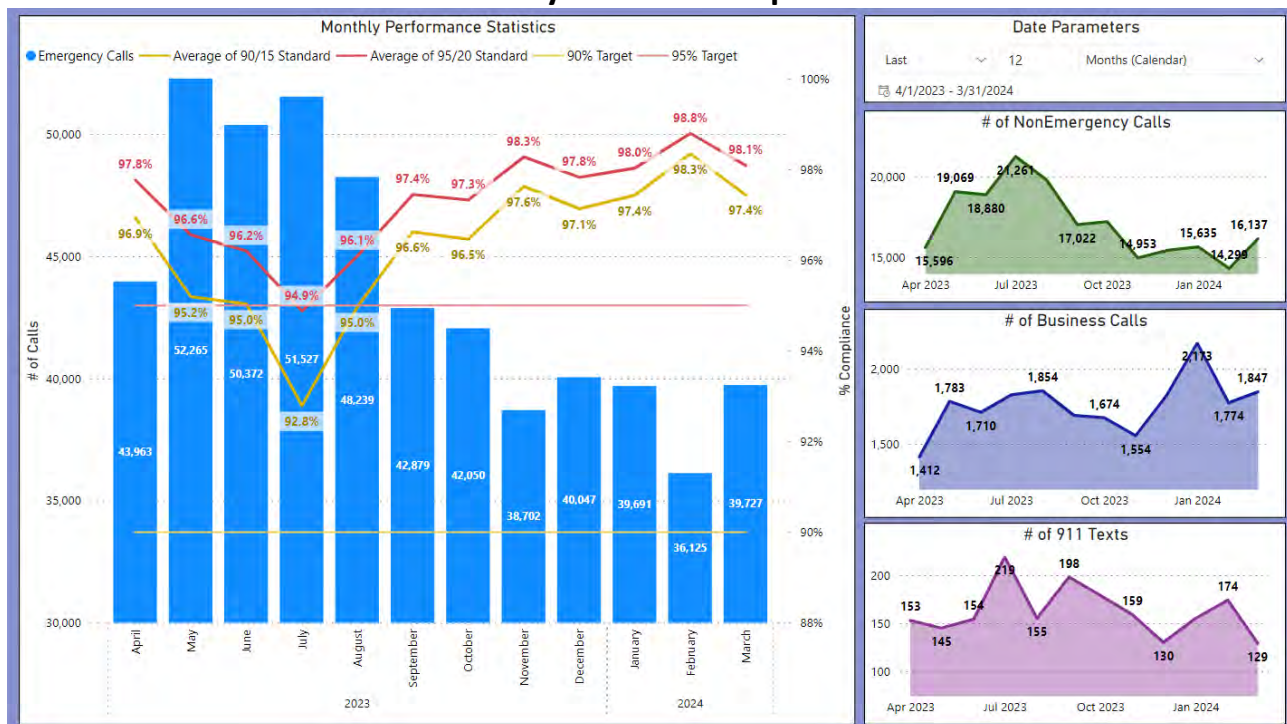
Regional ECC Resiliency

The project to establish regional resiliency for SNO911 and Valley Communications in the event of an emergency or evacuation continues. Pending a successful Viper phone system upgrade at ValleyCom this month, the next step is to conduct a test of live 911 traffic between the two centers. On Wednesday, May 15th, ValleyCom 911 calls will briefly route to SNO911 and vice versa. Staff at the receiving ECC will enter call for service information in to CAD Lite, which will simultaneously be entered into the appropriate ECC's live CAD system for dispatch. This test is a major step forward in our efforts to increase resiliency and ensure continuity of operations for both centers.

Peer Support Program

SNO911 added 5 new Peer Support Team members this month. This effectively doubles the size of our team. Similar to other first responder teams in the county, our team is for the benefit of all employees seeking interpersonal counseling regarding personal or work-related issues. The program offers both individual and team mental health support, as well as facilitate stress debriefings in response to large-scale or critical incidents. Members of the team operate under the clinical oversight of a Mental Health Professional and attend ICISF (International Critical Incident Stress Foundation) training to become certified Peer Counselors. Additionally, our team coordinators and manager stand ready 24/7/365 to confidentially guide any one of our staff to a wide variety of supplementary regional support resources outside of our SNO911 Peer Support program and will follow the process until we know a handoff has been completed.

Monthly Statistical Reports



Text-to-911 Report

911 Texts	Type	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	YTD TOTAL	YTD GROUP TOTAL
Appropriate Use	True Emergency	9	3	6										18	18
Incorrect Use	Follow-Up	8	6	7										21	121
	Area Checks	0	12	6										18	
	Info	1	1	0										2	
	Noise	7	8	2										17	
	Traffic	2	0	5										7	
	Other Complaints	20	16	20										56	
Misuse	Accidental	5	5	3										13	188
	Behavioral Health	60	71	42										173	
	Prank	0	1	1										2	
Other	Test	3	3	1										7	131
	Abandoned	11	10	8										29	
	Non-English	1	0	0										1	
	Outgoing	0	0	0										0	
	Subsequent	16	23	14										53	
	Transfer	3	8	3										14	
	Voice Call	9	7	11										27	
Month Total		155	174	129	0	0	0	0	0	0	0	0	0	458	458
<u>Abandoned:</u> Non-Responsive <u>Accidental:</u> Device or person accidentally texted 9-1-1 <u>Area Check:</u> Check of area for person, vehicle, etc. <u>Behavioral Health:</u> Calls that result in BHC by LE/EMS <u>Follow-up:</u> Where is officer?, Subject is no longer here <u>Info:</u> What is the phone number for animal control? <u>Noise:</u> Music, People, Fireworks, Alarm w/o Emergency, etc. <u>Non-English:</u> Texter uses language other than English <u>True:</u> Texter is Deaf, Texter is fearful that a voice call will put them in danger, Call results in transport to jail/hospital <u>Other:</u> Any other request or complaint, Media from Intrado <u>Outgoing:</u> Text calls initiated by SNO911 <u>Prank:</u> Calls that do not attempt to give any valid/useful information <u>Subsequent:</u> Additional inbound text after call released by call taker <u>Test:</u> PSAP testing, Training TXT29-1-1, Vendor test <u>Traffic:</u> Speeders, DUIs, Parking, etc. <u>Transfer:</u> Text calls that result in a Transfer to another PSAP or Entity <u>Voice Call:</u> Dispatchers called the texter/texter placed voice call															

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	1,222	68.61%
3 - Satisfied	444	24.93%
2 - Neither Satisfied nor Dissatisfied	64	3.59%
1 - Somewhat Dissatisfied	22	1.24%
0 - Very Dissatisfied	29	1.63%
Total	1,781	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	1,612	96.24%
Somewhat	39	2.33%
No	24	1.43%
Total	1,675	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.

Fire Calls				
IncidentDepartment	01-Jan	02-Feb	03-Mar	Total
Everett Fire Department	2,303	1,960	1,889	6,152
Marysville Fire District	1,220	1,049	1,105	3,374
Mukilteo Fire	235	162	206	603
North County Regional Fire Authority	755	634	725	2,114
Sky Valley Fire	63	58	67	188
Snohomish County Airport Fire Department	34	23	29	86
Snohomish County Fire District #15	129	95	104	328
Snohomish County Fire District #16	23	10	24	57
Snohomish County Fire District #17	153	161	154	468
Snohomish County Fire District #19	35	33	47	115
Snohomish County Fire District #21	74	75	65	214
Snohomish County Fire District #22	39	42	51	132
Snohomish County Fire District #24	48	44	51	143
Snohomish County Fire District #25	3	7	3	13
Snohomish County Fire District #27	1	3	1	5
Snohomish County Fire District #4	289	218	306	813
Snohomish County Fire District #5	119	86	97	302
Snohomish Regional Fire and Rescue	1,112	933	911	2,956
South Snohomish County Fire and Rescue	3,461	2,685	2,838	8,984
Total	10,096	8,278	8,673	27,047

Police Calls				
IncidentDepartment	01-Jan	02-Feb	03-Mar	Total
Arlington Police Department	2,034	1,944	2,252	6,230
Brier Police Department	630	631	981	2,242
Darrington Police Department	84	113	108	305
Edmonds Police Department	1,830	1,925	1,898	5,653
Everett Police Department	10,817	10,250	10,945	32,012
Gold Bar Police Department	217	202	239	658
Granite Falls Police Department	399	382	302	1,083
Index Police Department	46	52	52	150
Lake Stevens Police Department	1,743	1,634	1,749	5,126
Lynnwood Police Department	3,293	3,224	3,426	9,943
Marysville Police Department	5,392	4,983	5,472	15,847
Mill Creek Police Department	1,598	1,468	1,630	4,696
Monroe Police Department	1,665	1,566	1,447	4,678
Mountlake Terrace Police Department	1,590	1,481	1,553	4,624
Mukilteo Police Department	1,954	1,938	2,018	5,910
Snohomish County Sheriff's Office	11,995	11,373	12,575	35,943
Snohomish Police Department	783	704	887	2,374
Stanwood Police Department	688	579	680	1,947
Stillaguamish Tribal Police	2,064	1,931	1,697	5,692
Sultan Police Department	505	585	525	1,615
Woodway Police Department	54	47	70	171
Total	49,381	47,012	50,506	146,899

Full-Time Dispatchers

Legacy Employees = Hired before 12/1/2017..... New Hire Employees = Hired on/after 12/1/2017

Job Title:	Current #	Status:
Trainee Dispatcher	16	2nd discipline not yet complete
Trainee Dispatcher 2	15	2 of 3 disciplines complete
Police Dispatcher	2	Legacy: Only trained in CT and Police
Fire Dispatcher	3	Legacy: Only trained in CT and Fire
Cross-Trained Trainee	1	Trainee in progress for 3rd discipline
Cross-Trained Dispatcher	58	Fully cross-trained in CT, Police, and Fire

Represented (Dispatchers & Sups)

F/T Approved	123
F/T Filled	111
F/T Vacancies	12

Dispatcher Center - Staffing & Strength

Staffing Level (includes trainees)	88.8%
Staffing Strength (excl. trainees, relief, LOA's)	73.8%

Appointive Staff

Approved	48
Filled	47
Vacancies	1
RRP Term Limited Approved	2
RRP Term Limited Filled	2
RRP Term Limited Vacancies	0

Relief & Part-Time Dispatchers

Currently Filled	7
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Long-Term Leaves of Absence

F/T Dispatchers (including trainees)	0
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Agency-Wide Headcount

Total # of Employees (no exclusions)	167
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Dispatchers - Full Time

Approved	107
Filled	95
Vacancies	12

Dispatch Supervisors

Approved	16
Filled	16
Vacancies	0

Senior Leadership (Directors)

Approved	6
Filled	6
Vacancies	0

Operations

Approved	6
Filled	6
Vacancies	0

Finance/HR/Records/Admin

Approved	13
Filled	13
Vacancies	0

Tech/Radio

Approved	23
Filled	22
Vacancies	1
RRP Term Limited Approved	2
RRP Term Limited Filled	2
RRP Term Limited Vacancies	0

Recruitment Status

PST Dispatchers Exam	2
CritiCall Test Invites Sent - Mar	278
CritiCall Tests Complete - Mar	76
Interview	11
Polygraph Exam	7
Background Check	6
Psyche and/or Drug/Hearing	3
Onboarding/Orientation	4

The next PST test is scheduled to take place on **April 16, 2024**

Number of tests invites sent out for academies scheduled for **July and Sept 2024**

Of these completed tests, **30** received a passing score

Interviewing for upcoming academy scheduled in **July and Sept 2024**

Scheduled for polygraph exam (or awaiting results) for **July Academy**

Currently in process of background check with PST for **July Academy**

Scheduled for psych or drug/hearing test (or awaiting results) for **May Academy and (1) July**

Final job offer signed. Awaiting the start of the **May Academy**

YTD Dispatch Trainees Hired	7
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2024 Hires

Employment Separations YTD

Separation Reasons	Represented (Trainees)	Represented (Non-Trainees)	Appointive (Trainees)	Appointive (Non-Trainees)
Involuntary Term	2	0	0	0
New Job - Not 911	0	0	0	0
New Job - With 911	0	0	0	0
Relocation	0	0	0	0
Retirement	0	0	0	0
Medical	1	1	0	0
Personal	1	1	0	0
Resignation in Lieu of Term	2	0	0	0
Death of Employee	0	0	0	0
End-of Contract	0	0	0	0

YTD Employment Separations	8
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SNOHOMISH COUNTY 911

Fire Technical Advisory / Operations Committee

March 20th, 2024

Committee Members in Attendance	☒ Eric Andrews	Sky Valley Fire	☒ Joel Johnson	Fire District 24
	☒ John Chalfant	South County Fire	☐ Willie Harper	Fire District 25
	☒ Jason Hodkinson	Fire District 4	☐ Mike Worthy	Fire District 27
	☐ Seth Johnson	Fire District 5	☒ Mike Calvert	Everett Fire
	☐ Ryan Shaughnessy	Fire District 15	☐ Jeff Cole	Marysville Fire
	☐ Justin Johnson	Fire District 16	☒ Blake Engnes	Mukilteo Fire
	☐ Jim Haverfield	Fire District 17	☒ Dave Kraski	North County RFA
	☐ Keith Strotz	Fire District 19	☐ Brett Blankenship	Paine Field Airport FD
	☐ Chad Schmidt	Fire District 21	☒ Ryan Lundquist	SRFR
	☐ Travis Hots	Fire District 22		
Alternates in Attendance	☐ Whitney Mansfield	Fire District 4	☐ Ned Vander Pol	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
	☐ Ryan White	Fire District 15	☒ Colby Titland	SRFR
	☐ Dave DeMarco	Everett Fire	☐ Thad Hovis	South County Fire
	☐ Zach Hanson	North County		
Guests and Staff in Attendance	Marlin Herolaga – SNO911	Brent Meyer – SNO911	Chris Gass – SNO911	
	Rae Wade – SNO911			

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

Vice Chair, Chief Chalfant called the meeting to order at 1:48pm.

1. ANNOUNCEMENTS.

- A. National Public Safety Telecommunicator Week is April 14th – 20th. Marlin invited all member agencies to come by for a visit during that week as the staff and Employee Engagement Committee have activities planned each day.

2. APPROVAL OF MINUTES. A motion was made by Chief Calvert to approve the February 21st, 2024 Fire TAC/Ops meeting minutes as written. Seconded by Chief Kraski and unanimously approved.

3. COMMITTEE UPDATES.

- A. **PTCC / NWS.** *Brent Meyer* – Brent reported that due to a recently discovered significant issue where there was no quick fix or workaround the upgrade scheduled for April 2nd has been cancelled. The server migration project is in progress and staff plan to add software into that environment in May. The next upgrade is anticipated for September.

Brent and Chris also spoke about the request from South County Fire to add an automatic geofence around GLI/GLO calls. These geofences could be applied for South County Fire only, or for all calls in the county.

Chief Titland motioned to move ahead with the County Wide geofencing project for GLI/GLO calls. Seconded by Chief Calvert and passed unanimously.

- B. Technical Update.** Marlin introduced Rae and Laura, SNO911's new GIS & Operations System Coordinators. He reminded everyone about the data share agreement developed to cover the standard requirement for confidential data and there are still a handful of fire agencies who still need to review, sign and return that agreement and SNO911's compliance depends upon it. He asked for support on the PulsePoint AED project which is not making much head way and if any Agency would be willing to volunteer to help finish the project. Otherwise, reconsideration for the need of the project will be reviewed. AED Gaps are being identified in-between Marysville and South Snohomish County as well as in North County. Tech staff can compile some literature to send out to Fire TAC explaining the needs to finish the project and review the spinning-up of a committee that will help champion the project across the finish line.
- C. Radio Replacement Committee.** None
- D. Radio Procedures Committee.** No meeting
- E. Fire User Group.** None
- F. Fire Standards/Data.** None
- G. County Fire Resource Plan Committee.** None
- H. SNO11 DRC/DSC.** None
4. **SNO911 UPDATE.** None
5. **SNOHOMISH COUNTY EMS.** None
6. **OLD BUSINESS.** Chief Stocker addressed the Nurse Navigation issues and noted the workshop that SNO911 and GMR have been in for the last two days to resolve them. The issue was identified on the Nurse Navigation side with a coding error regarding send backs. There will be more information to come next month.
7. **NEW BUSINESS.** None
8. **GOOD OF THE ORDER.**
- A.** June Fire TAC Meeting – currently lands on a holiday, Juneteenth. The June meeting will be rescheduled for the following Wednesday, June 26th at the same time and location.
- B.** Chief Andrews reminded the group that next month is the new Chair nominations.
- C.** Derek Wilson is working on the MOU for Radio Access with Navy Fire and Navy Police, more updates will be shared next month.
9. **ADJOURN.** The Fire TAC / Operations Committee adjourned at 2:06pm.

The next Fire Technical Advisory/Operations Committee meeting is scheduled for Wednesday, April 17th at 1:30 p.m. via Zoom, or in-person at South County Fire HQ.

Snohomish County 911
Joint Future Facility & Finance Committee
Meeting Summary for April 11, 2024 / 1:30 – 3:00 pm
Location: Remote Meeting via Zoom

Meeting Attendance:

Finance Committee					
Dave DeMarco	✓	Jenna Nand	✓	Jim Lawless	
Ken Klein		Ryan Lundquist	✓		
Future Facility Committee					
Dave DeMarco	✓	Jeraud Irving		Ned Vander Pol	✓
Staff and Guests					
Kurt Mills	✓	Wade Anderson	✓	Sharon Brendle	✓
Terry Peterson	✓	Steve Lawlor	✓	Tiffani Brown	
Howard Tucker	✓	Bob Heggenes (Lydig)	✓	Diana Brown (OAC)	✓

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

1. **Call to Order, Introductions, and Announcements.** The meeting was called to order at 1:31 p.m. by Committee Chair DeMarco. Kurt explained that he moved up the first item before the blanket voucher review. That first item will need to be considered by both committees. Future Facility members were told they were welcome to stay for the entire meeting or they could leave once action was taken.
2. **Joint FF & Finance Committees.**
 - A. **APF - Future Facility - GMP (Guaranteed Max. Price) 2B Review.** Kurt provided some background on the item for consideration. In January, the Board approved the overall budget of \$67,850,000 which included \$44,000,000 for the construction budget, and GMP 2A. At that time, staff didn't have final numbers yet, with outstanding bids, to bring GMP 2B forward. Those numbers are being presented today. He explained that the total of \$25,898,530 is included in the total estimate of the \$44 million dollar construction costs, so everything came in as expected.
Kurt further explained that the exterior sunshade design on Building B has been changed. It was discovered that the sunshades would not be adequate in dealing with the glare on computer screens. With the \$600,000 no longer being spent on the sunshades, it freed up that money to be spent on ballistic windows along with inside shades. Ballistic windows had been initially considered, but as Diana spoke about the substantial completion date of April 2025. This was explained as the date when warranty starts; along with when occupancy can begin.
Ned Vander Pol moved to recommended the Board authorize execution of Lydig's Phase 2B GMP Amendment in the amount of \$25,898,530 in a form substantially as presented, pending final legal review. The motion was seconded by Jenna Nand and approved unanimously.
3. **Reports.**
 - A. **Blanket Voucher Report for March 2024.** There were no questions.
Ryan Lundquist moved and Jenna Nand seconded to recommend the Board approve the Voucher Report for March. The motion carried.
 - B. **Fund Balance Report for February.** Informational only. Wade reported interest this year earned on the ICS (Insured Cash Sweep Investment Account) is \$251,566. This is the account that holds the majority of the money for the new building. Kurt added that staff has been discussing possibly moving some of the funds from the General Reserves over to ICS to take advantage of the interest earning potential.

4. Old Business.

- A. **Interlocal Updates.** Terry shared the breakdown of the current caucus arrangement that determines representation on the Board. That configuration is based solely on population, which recently shifted Lake Stevens to Police Caucus 3 and moved Lynnwood to Police Caucus 4. Last month the board discussed changing that formula to align more with the Assessment Formula (Population, Assessed Value and Calls for Service). A redlined version of the Interlocal Agreement including the proposed changes was shared with the committee, along with a cover letter detailing each of the changes. Each agency's legislative body will need to take action to get these changes incorporated into the ILA. Another change being proposed is eliminating the single service provider non-voting board seat. The seat has been vacant for the last two years and receives minimal participation at caucus meetings. He went over the next steps that are needed to implement the changes. **Jenna Nand moved to recommend the board approve the cover letter and the proposed changes in the red-lined Interlocal Agreement. The motion was seconded by Ryan Lundquist and passed.**

5. New Business.

- A. **APF - RRP Future Facility Network Overlay.** Howard Tucker presented his proposal to the committee by explaining it as the first introduction of the first phase of some changes that need to happen to the radio replacement project to extend microwave connectivity to the new facility. Currently the main campus has a large tower containing microwave dishes that are in line-of-sight with radio sites. This creates connectivity between the radio sites and the dispatch center. Once the current location is vacated and new equipment has been moved to the new building, they will need to overlay connectivity to their radio sites in order to provide the needed redundancy. He further explained that funding has already been earmarked in the RRP Contingency fund. **Ryan Lundquist moved to recommend the board authorize the execution of the contract and any future change orders to complete the work identified in Phase 1, with a not to exceed amount of \$1,350,000, including sales tax and approximately 10% contingency, and to authorize acceptance of used radio consoles from the City of Seattle. The motion was seconded by Jenna Nand and approved.**
- B. **APF - Astound Fiber Service Order.** Kurt provided some background on this proposal. When fiber connectivity was first deployed in the county, it was provided by a company called Black Rock Cable, which is now known as Astound. SERS negotiated an Indefeasible Right of Use (IRU) agreement. The 30 year agreement allows for re-negotiations with Astound for some cost reductions while they build out to create the necessary fiber infrastructure that will not only be used by SNO911, but by their user agencies, radio and mobile systems. Steve Lawlor added that even though a signed agreement from 2009 was never located from either parties, Astound has acknowledged acceptance and will continue honoring the agreement. The increase of costs is due to the maintaining of two fiber paths: one at the new facility, and the other at the existing facility until everything has been moved. After a disconnect fee in year 3, it will return to the annual maintenance fee of \$960.00. **Ryan Lundquist moved to recommend the board authorize execution of the Astound Service Order, as presented. The motion was seconded by Jenna Nand and approved.**
- C. **APF - New GASB 96 Recognition Threshold.** Wade explained that in May 2020, the Governmental Accounting Standards Board (GASB) adopted standards defining Subscription Based Information Technology Standards for government end users, effective July 31, 2023. For the next year end financial statement, SNO911 will need to disclose in their footnotes that it doesn't affect the face of the financial statement because the agency is Cash Basis. The value of existing software licensing needs to be disclosed, but only those that fall over the threshold that is established. For SNO911, staff has proposed to set that amount to \$250.00 annually. **Ryan Lundquist moved to recommend the board approve SNO911's GASB 96 recognition threshold of \$250.00, as presented. The motion was seconded by Jenna Nand and approved.**

6. Good of the Order.

- Jenna shared that she was excited after hearing the presentation about the future facility, especially the consideration that was made regarding the potential sun glare to those in the dispatch center. She remarked that paying attention to those kinds details can be used as an asset when considering leasing out unused space in the building to a commercial tenant, thus creating a revenue stream.

7. Adjourn. The meeting was adjourned at 2:10 p.m. The next Finance Meeting is scheduled for April 11, 2024 at 1:30 p.m.

Snohomish County 911
Personnel Committee
Meeting Summary for March 13th, 2024 - 9:00 a.m.

Meeting Attendance:

Committee Members					
Jeff Beazizo (Chair)	X	Don Waller		Jonathan Ventura	X
Thad Hovis					
Staff Support Team					
Kurt Mills	X	Terry Peterson	X	Rosie Akopyan	X
Tiffani Brown (note taker)	X				

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

The meeting was called to order by Committee Chair Chief Beazizo at 9:05 am

1. **Review Staffing Report.** Rosie gave an overview of this month's report.
2. **Temporary EMS Director APF.** Kurt reviewed the purpose of the APF, included in the packet., Kurt shared that the hours allocated in the board approved contract for the EMS Director have been changed by the Fire Chiefs and this will require updated approval by the Board. The initially approved schedule of 32 hours per week with a total NTE of \$144,000 will be changed to 40 hours per week and \$167,000 annually. Staff was asked to update the APF to include the new NTE amount and the committee approved placing the APF on the consent agenda at the Board meeting next week.
3. **Round Table.** Chief Beazizo has a mandatory conference to attend and will not be at next month's Personnel meeting. With Chief Hovis' upcoming retirement there will be a vacancy on the Committee, however, it is not a requirement to find a replacement. Kurt added that because this committee acts as advisory to the Board, a quorum is not necessary.

Chief Ventura invited SNO911 to participate in his meeting with Vollee AI, a Consultant hired to streamline their records process using AI technology.

4. The committee adjourned at 9:22am. The next Personnel Committee Meeting is scheduled for May 8th, 2024 at 9:00 am.