



PARKS & PUBLIC WORKS COUNCIL COMMITTEE AND COMMITTEE OF THE WHOLE REGULAR MEETING

Tuesday, October 04, 2022, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Bryan Holloway, Chair

Jolyon Johnson, Councilmember

Ethan Benson, Councilmember

This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.

Join by Telephone at 5:00 PM: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **867 8554 3964** and Password **1700050121** if prompted.

Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.

Press *6 to mute and unmute.

Join by Internet at 5:00 PM: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#).
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **867 8554 3964**; Enter Password **1700050121**
- 4) Please confirm that your audio works prior to participating.

CALL TO ORDER & ROLL CALL

PUBLIC COMMENTS

MINUTES

1. Approval of minutes dated September 20, 2022

AGENDA BILLS

2. AB22-139: Job Order Contracting Consulting Services Contract with the Gordian Group.
3. AB22-128: SR-202 Downtown Snoqualmie Speed Limit Reduction
4. AB22-144: Temporary License Agreement with Girard Resources & Recycling

DISCUSSION

5. Waste Management Rate Increases
6. Waste Management Bear Can Inventory Update
7. Introduce new Parks & Streets Superintendent, Kevin Friesen

OTHER BUSINESS

8. 2023-2024 Proposed Biennial Budget -- Department Presentation

POSSIBLE EXECUTIVE SESSION

9. Possible Executive Session pursuant to RCW 42.30.110(1)(i)(ii) and/or (iii), to discuss with legal counsel: (ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the

governing body, or a member acting in an official capacity; or (iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency.

ADJOURNMENT



PARKS & PUBLIC WORKS COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE REGULAR MEETING MINUTES SEPTEMBER 20, 2022

This hybrid meeting was conducted in-person and remotely using teleconferencing technology provided by Zoom in accordance with Governor Inslee's Proclamation 20-28.

CALL TO ORDER & ROLL CALL

Committee Chair Holloway called the meeting to order 5:02 PM

Committee Members:

Committee Chair Bryan Holloway, Councilmember Ethan Benson, and Councilmember Jolyon Johnson were present. Council Committee of the Whole member, Cara Christensen, Committee of the Whole member attended.

City Staff:

Mike Chambliss, Parks & Public Works Director
Joan Quade, Administrative Assistant
Pat Fry, P.E., Project Engineer
Mike Sauerwein, City Administrator
Andrew Vining, P.E., Project Engineer
Andy Latham, IT Support

Chris Miller, Interim I.T. Manager
Drew Bouta, Finance Manager
Jeff Hamlin, Deputy Parks & Public Works Director
Dylan Gamble, Associate Planner
Bob Sterbank, City Attorney

PUBLIC COMMENTS

None

MINUTES

August 16, 2022 minutes were approved as written.

AGENDA BILLS

AB22-117	Washington Department of Commerce grant contract for Riverwalk Phase 1
Recommendation:	Add to Council's consent agenda
AB22-127	Consultant Services Agreement with Otak for Design of Kimball Creek Bridges Restoration
Recommendation:	Add to Council's consent agenda
AB22-129	Meadowbrook Bridge Load Rating Update
Recommendation:	Non-consent. Add to Committee Reports on Council agenda
AB22-134	Consultant Services Agreement with KPG-Psomas, for Design of Snoqualmie Parkway Rehabilitation Project
Recommendation	Add to Council's consent agenda

AB22-138		Community Center Expansion Project -- Alternative Public Works Contracting Options (Discussion, only)
Recommendation		Add to Committee Reports on Council Agenda
AB22-139		Job Order Contracting Consulting Services Contract with the Gordian Group.
Recommendation		Move to the 10/4/22 Parks & Public Works Council Committee agenda

ADJOURNMENT

There being no further business to come before the Committee, Committee Chair Holloway adjourned the meeting at 6:29 PM.



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB22-139
July 25, 2022

Choose an item.

Item 2.

AGENDA BILL INFORMATION

TITLE:	AB22-139: Job Order Contracting Consulting Services Contract with the Gordian Group.	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	Move to approve the contract with The Gordian Group, Inc. for Job Order Contracting Consulting Services and authorize the Mayor to sign.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

REVIEW:	Department Director/Peer	Mike Chambless	9/15/2022
	Finance	Drew Bouta	9/16/2022
	Legal	Anna Astrakhan	9/16/2022
	City Administrator	Mike Sauerwein	9/16/2022

DEPARTMENT:	Parks & Public Works		
STAFF:	Mike Chambless		
COMMITTEE:	Parks & Public Works	COMMITTEE DATE: September 20, 2022	
MEMBERS:	Bryan Holloway	Jo Johnson	Ethan Benson
EXHIBITS:	1. Agreement for Consultant Services with The Gordian Group, Inc. 2. City of Shoreline Request for Proposals RFP 9596 3. The Gordian Group Inc. Response to RFP 4. City of Shoreline Notice of Intent to Award 5. City of Shoreline Professional Services and License Agreement		

AMOUNT OF EXPENDITURE	\$ 200,000
AMOUNT BUDGETED	\$ 200,000
APPROPRIATION REQUESTED	\$ n/a

SUMMARY

SUMMARY STATEMENT

The Gordian Group, Inc. will develop, implement and support a JOC program for the City as provided for in Chapter 39.10 RCW Alternative Public Works Contracting Procedures. The primary objectives of the JOC program are to rapidly engage contractors in the performance of small to medium sized public work projects; to reduce construction, design, and planning costs; and to develop relationships with contractors to respond to community needs more quickly and efficiently.

BACKGROUND

During the 2019 Legislative Session, Revised Code of Washington (RCW) sections 39.10.420 through 39.10.460 were amended to allow all public agencies to use Job Order Contracting (JOC) for public works projects when a determination is made that the use of job order contracts will benefit the public.

Under RCW 39.10.430, job order contracts must be awarded through a competitive process using requests for proposals. RCW 39.34.030 authorizes local government agencies to use another public agency's active contract for purchases of products and services in order to save time and obtain better prices and terms than they might be able to on their own – a process known as “piggybacking.” Here, the City will piggyback on the contract awarded by the City of Shoreline after a JOC selection process. The consultant chosen through the selection process - The Gordian Group, Inc. - has successfully supported and implemented JOC programs for agencies including the City of Bellevue, Snohomish County, Port of Everett, City of Kirkland, City of Everett, and the Seattle Housing Authority.

The JOC program is anticipated to be utilized for many time-sensitive projects, including minor construction, street operations and maintenance, wastewater operations, parks, and other public works programs/projects.

ANALYSIS

The JOC provides an effective means of reducing the total lead-time and cost for public works projects by eliminating time-consuming, costly aspects of the traditional public works process.

BUDGET IMPACTS

The Administration recommends approving a contract with the Gordian Group, Inc. in an amount not to exceed \$200,000 for Job Order Contracting (JOC) consulting services. The City of Snoqualmie may pay the Gordian Group, Inc. up to a total of 5.00% of the value of work ordered and 10.95% if project management services are included. This means that the City can order up to \$4,000,000 in work or \$1,826,484 if project management services are involved. One intent of Job Order Contracting (JOC) is to reduce construction, design, and planning costs in an amount equal to the fee imposed. Therefore, sufficient appropriation exists within the 2021-2022 Biennial Budget and in the proposed 2023-2024 Biennial Budget to fund the contract.

PROPOSED ACTION

Move to approve the Job Order Contracting Consulting Services contract with the Gordian Group, Inc. and authorize the Mayor to sign.

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City" or "Owner"), and The Gordian Group, Inc., ("Consultant" or "Gordian") (each a "party" and collectively, the "parties") is dated this _____ day of _____ 2022.

Consultant Business: The Gordian Group Inc.

Consultant Address: 30 Patewood Drive,
Suite 350
Greenville, SC 29615

Contact Name: Dan Cook

Contact e-mail: d.cook@gordian.com

Federal Employee ID No.:

Authorized City Representative for this contract: Michael Chambless, Parks and Public Works Department Director

WHEREAS, the City may utilize any other government entity's open contracts that have been competitively bid and awarded in accordance with applicable laws or regulations. In response to a Request for Proposal for Job Order Contracting Consulting Services, Gordian competitively bid to provide such services to the City of Shoreline. Gordian and the City of Shoreline subsequently entered into a Contract on or about September 16th, 2020 (the "Underlying Contract").

WHEREAS, the City desires to acquire certain services set forth in the Underlying Contract in accordance with the pricing and other terms set forth in the Underlying Contract which is incorporated by reference herein and included as Exhibit A. The parties intend that this Agreement, including all additional terms stated in this Agreement that are not expressly stated in the Underlying Contract, and the underlying Contract serve as the Agreement between the parties.

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the development, implementations and support of a Job Order Contracting ("JOC") program (the "Services").

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the Services.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant.

A. The City retains the Consultant to provide the services described in "Exhibit B" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

C. The project manager(s) of the Work shall be Dan Cook. The project manager(s) shall not be replaced without the prior written consent of the City which shall not be unreasonably withheld.

D. The City hereby retains Gordian as the City's JOC Services provider for the term commencing on the date of this Agreement and expiring 2 years after the award of the first JOC construction contract (the "Term"), unless terminated or extended as provided for herein. This Agreement may be extended for additional period of 12 months by the mutual written agreement of the parties.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$200,000 as shown on Exhibit C, which shall be full compensation for the Work.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit C. In the event that the City directs the Consultant to perform supplemental services or to repeat a service, any such additional activities will be compensated according to the schedule in Exhibit C.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" not included in Exhibit C, such as air travel and overnight lodging, shall be approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Snoqualmie
Attn: Michael Sauerwein City Administrator
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

4. Work Product.

A. The Consultant shall submit all reports and other documents specified in Exhibit B according to the schedule established in consultation with the City once this Agreement is signed.

B. Except as otherwise provided in Exhibit D, all reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies the reason for termination, a reasonable period to cure any alleged breaches, and the effective termination date ("Termination Date"), which shall be a

minimum of fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. In the event the City exercises its right to Terminate the Agreement, the Consultant shall be paid or reimbursed for all services performed and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The notice shall be sent in accordance with the Notice provision of this Agreement.

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City which shall not be unreasonably withheld.

7. Indemnification.

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator, certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.
4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
5. No policy required by this agreement shall be canceled or materially changed by either the Consultant or the Consultant's insurer without the Consultant giving at least a 30 day prior written notice to the City.
6. Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Snoqualmie Business License. Consultant shall obtain a City of Snoqualmie business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Paragraph 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Snoqualmie shall be sent to the following address:

City of Snoqualmie
Attn:
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

B. Notices to the Consultant shall be sent to the following address:

The Gordian Group, Inc.
Attn: Legal Department
30 Patewood Drive, Suite 350
Greenville, SC 29615
Phone: (800) 874 2291
Email: legal@gordian.com

Unless otherwise provided for herein, all notices and other communications required by this Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed in accordance with the Section

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

<p>CITY OF SNOQUALMIE, WASHINGTON</p> <p>By: _____ Its: Mayor Date: _____</p>	<p>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</p> <p>Corporation</p> <p>[Consultant's Complete Legal Name]</p> <p>By: _____ Typed/Printed Name: Its: Date: _____</p>
<p>ATTEST:</p> <p>_____, City Clerk Date:</p>	
<p>APPROVED AS TO FORM:</p>	

Bob C. Sterbank, City Attorney
Date: _____

Exhibit A
UNDERLYING CONTRACT

EXHIBIT B

SCOPE OF WORK

Gordian will perform the following duties and responsibilities to complete the Services:

1. **Required Services:** Gordian shall provide the following services (“Required Services”) to Owner for the term of this Agreement:
 - a) **Program Development, Implementation and Support:** Gordian shall be responsible for the development, implementation, and on-going support of the Owner’s customized JOC program.
 - b) **Contract Documents:** Gordian shall be responsible for preparing the JOC documents that will be used by the Owner to procure the JOC construction contractors including:
 - i. **Unit Price Book(s):** Gordian shall prepare one or more customized Unit Price Books (also known as a Construction Task Catalog®) containing prices covering material, equipment, and labor costs for various units of construction, and adjusting these costs to current market conditions. Only local prevailing wages and local material and equipment costs (obtained directly from local, contractors, subcontractors, and suppliers) to price the Unit Price Books shall be used. The use of generic factors to localize prices is not acceptable. Unit prices for demolition shall be provided for each construction task. Therefore, every cost to install an item or unit shall be accompanied by a corresponding cost to remove the same item or unit. Tasks may also have several modifiers which adjust the price for variations in materials or for quantity discounts; and
 - ii. **Technical Specifications:** Gordian shall prepare and publish Technical Specifications describing the materials, performance, and installation requirements for each of the construction tasks listed in the unit price book. Where available, the Owner standard specifications shall be incorporated into the Technical Specifications; and
 - iii. **Contractual Terms and Conditions and Bid Forms:** Gordian shall prepare, in conjunction with Owner staff, contractual terms and conditions and bid forms which incorporate JOC language and forms with all appropriate Owner contract language and forms.
 - c) **Information Management System:** Gordian shall be responsible for providing the Owner with a comprehensive web-based JOC Information Management System (hereinafter referred to as “IMS”) for an unlimited number of Owner users. The JOC IMS must be capable of providing full project tracking, developing cost proposals, preparing independent Owner estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking MBE participation, and generating customized reports. Gordian must incorporate any current Owner forms and documentation into the IMS; and
 - d) **Procurement Support:** Gordian shall be responsible for providing Owner with procurement support to market the Owner JOC Program to potential JOC Contractor’s. If required by the Owner, Gordian shall conduct a bidder prequalification process to determine a qualified list of bidders. Gordian shall be required to organize and conduct pre-bid meetings with the interested bidders as well as make presentations on behalf of the Owner

with various business and Construction organizations. Gordian's staff assigned to perform procurement support must have JOC procurement experience; and

- e) **Training Programs:** Gordian shall be responsible for developing and conducting all training programs for the Owner and JOC Contractor staff to ensure that the JOC program functions properly. The training programs must include specialized training courses that will involve all Owner staff and JOC Contractors utilizing and administering the JOC program. The training programs must include extensive training on the use of the JOC IMS. All training must be "hands on" with user competency as the objective. Actual Owner projects that the Owner plans to perform through JOC may be included in the training programs; and
- f) **Job Order Development:** Gordian shall be responsible for providing the following Job Order Development services:
 - i. **Project Identification:** When a project is identified and requested by Owner, Gordian will contact Owner and assist with determining whether the project is appropriate for JOC.
 - ii. **Contractor Identification:** In the event Owner has multiple JOC Contractors, Gordian will assist the Owner in identifying the appropriate JOC Contractor for the project based on factors which include, but are not limited to, the type of work involved and the location of the project.
 - iii. **Joint Scope Meeting:** The Gordian's project manager will schedule a Joint Scope Meeting at the project site to help Owner and the JOC Contractor agree on the details of the work that the JOC Contractor will perform. The purpose of the scoping process is to allow the JOC Contractor an opportunity to inspect the site and ask questions before submitting a Price Proposal. The goals of this process are to foster open communication, reduce misunderstandings and mistakes that lead to change orders, and provide results that are more cost-effective and collaborative.
 - iv. **Develop Detailed Scope of Work:** Gordian will assist in preparing a Detailed Scope of Work that describes the work the JOC Contractor will perform. Gordian will also assist with resolving issues when project plans and actual conditions vary.
 - v. **Request for Price Proposal:** After all parties agree that the Detailed Scope of Work properly reflects the work to be performed, Gordian's project manager will send the Detailed Scope of Work and a Request for Proposal to the JOC Contractor.
 - vi. **Request Price Proposal:** As the next step in the process, the JOC Contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Unit Price Book. Gordian's IMS will automatically multiply the unit price of the task by the required quantities by the JOC Contractor's competitively bid Adjustment Factor. Gordian shall also request the JOC Contractor's preparation of any additional Owner required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
 - vii. **Price Proposal Review:** Gordian's project manager will review the Price Proposal to make sure the JOC Contractor has selected the appropriate tasks and quantities and will ask the JOC Contractor to make any required changes. Gordian will also obtain and review any Owner required information submitted by the JOC Contractor such as a construction schedule and list of proposed subcontractors. Gordian's project manager will submit the Price Proposal and related documents to Owner.

- viii. **Issue Job Order:** Once Owner approves the Price Proposal and related documents, and decides to move forward with the project, Owner is then responsible for the issuance of a job order (which may be in the form of a purchase order) to the selected JOC Contractor.
 - ix. **Construction Management:** During construction, Owner's project managers will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or Owner desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order.
 - g) **On-Going Technical Support:** Gordian shall be responsible for providing extensive on-going technical support to the Owner during normal business hours, excluding holidays. On-going technical support shall include providing updated contract documents, assisting with the procurement of additional JOC Contractors, providing Owner with access to all applicable updates and revisions to the IMS, and providing training for new Owner staff and JOC Contractors during the term of the Agreement. Providing on-going technical support is considered a vital component to ensuring a successful Owner JOC program.
- 2. Optional Project Management Services:** On a project-by-project basis, Gordian shall provide project management services ("Project Management Services") to Owner, to be requested by Owner in its sole discretion. The project management services shall include the following:
- a) **Preconstruction:** Gordian's project manager will assist Owner in determining whether professional design services are required and conduct a pre-construction meeting with the Owner's representative(s), the JOC Contractor and, if applicable, the architect or engineer to review the basic project parameters and funding. Where design services are required, the project manager will work with the architects or engineers to coordinate necessary studies and design standards, and deliver plans and specifications that maximize the benefits of JOC for each Owner project. Next, the project manager will coordinate and share any preconstruction information with Owner, the JOC Contractor and other appropriate parties, and will assist in the coordination of the JOC Contractor obtaining the necessary permits.
 - b) **Site Visit:** During construction, Gordian's project manager will monitor the JOC Contractor's work in-progress, manage the JOC Contractor's compliance with the approved safety plan and complete a report for each site visit.
 - c) **Communication:** Gordian's project manager will provide weekly construction status reports to Owner, conduct project progress meetings with the JOC Contractor and staff on a periodic basis, and coordinate any required technical and code inspections.
 - d) **Supplemental Job Orders:** In the event there are unforeseen conditions or Owner requests changes to the Detailed Scope of Work after construction has begun, Gordian's project manager will analyze and process a supplemental Job Order by utilizing the procedures to develop the initial Job Order.
 - e) **Approvals:** Gordian's project manager will review and recommend for approval, or direct necessary revisions to, the JOC Contractor's applications for payment and obtain Owner's approval of the work. Final acceptance of the work will be the responsibility of Owner. Technical and code inspections will be the responsibility of the appropriate inspection agencies.

- f) **Project Close-out:** As the final step in the process, Gordian's project manager will enter all Job Order related information into the IMS and collect any required as-builts, warranties and OEMs from the JOC Contractor.

EXHIBIT C

FEES AND PAYMENT

Not-to-Exceed Price = \$200,000

FEES AND PAYMENT

1. **Fees for Required Services:** In consideration of the Required Services set forth Exhibit B of this Agreement and the JOC System License granted to Owner, Gordian shall be paid Fees according to the following schedule.
 - a) **JOC System License Fee:** Owner shall pay Gordian a JOC System License Fee equal to 1.95% of the value of the work ordered. The JOC System License Fee shall be payable when a Job Order is issued to the JOC Contractor.
 - b) **Job Order Development Fee:** Owner shall pay Gordian a Job Order Development Fee of 3.05% of the value of work ordered. The Job Order Development Fee shall be payable when a Job Order is issued to the JOC Contractor.
 - c) Except for Fees for Optional Services set forth in Section 2 of this Exhibit C, the fees listed in this Section 1 are the only fees due by the City to Consultant for Consultant's services. These fees do not include the Contractor License Fee set forth in Section 4 below, which Gordian shall charge to participating construction contractors.
2. **Fees for Optional Services:** In consideration of the optional Project Management Services set forth set forth in Exhibit B of this Agreement, Gordian shall, in addition to the applicable fees for the Required Services, be paid fees according to the following schedule:
 - a) **Project Management Fee:** Owner shall pay Gordian a Project Management Fee equal to 5.95% of the value of work ordered for requested Project Management Services. The Project Management Fee shall be payable upon completion and acceptance of the work by Owner, except at Gordian's election Job Orders requiring more than 60 days to complete may be invoiced monthly on a percentage of completion basis.
3. **Invoicing and Payment:** Gordian shall submit invoices for the Services to Owner monthly. Invoices for Fees shall include a description of all work ordered through the JOC program during the month. Owner shall pay Gordian's invoices within 30 calendar days from the invoice date. Any invoice not disputed by Owner in writing within 14 calendar days from the invoice date shall be deemed proper. In the event of a dispute, Owner shall pay all undisputed invoice amounts within 30 days of the original invoice date.
4. **Contractor License Fee:** It is understood that Gordian shall charge participating construction contractors a Contractor Licensing Fee ("CLF") of one percent (1%) of the value of the work ordered for the JOC Contractors' access to the Gordian's proprietary construction data and JOC applications. Gordian shall be responsible for all administrative duties relating to the invoicing and collections of the CLF.

EXHIBIT D**JOC SYSTEM LICENSE**

Gordian hereby grants to Owner, and Owner hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating Owner's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the JOC Information Management System (as defined below) applications and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book), construction cost data, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and Owner shall return to Gordian all Proprietary Information in Owner's possession.

Owner acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. Owner further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Owner, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide to Owner all project data generated by Owner in a form accessible by a standard database program, such as Microsoft® Access®.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by Owner, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when Owner awards the contract, and provided the Contractor agrees to abide by the terms and conditions of the JOC System License Agreement presented as part of their use of the software. No other third-parties may access the Proprietary Information without Gordian's Consent.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by Owner, this JOC System License shall take precedence.

**CITY OF SHORELINE
REQUEST FOR PROPOSALS
RFP 9596**

Job Order Contracting (JOC) Consulting Services

Submit no later than March 17, 2020 4:00 p.m. Exactly Pacific Local Time

The City of Shoreline, Washington is soliciting proposals (RFP) from qualified consultants to develop, implement, and support a Job Order Contracting (JOC) program for the City as provided for in Chapter 39.10 RCW Alternative Public Works Contracting Procedures.

Primary Objectives

The objectives of the City's JOC program are to rapidly engage contractors in the performance of small to medium sized public work projects; to reduce construction, design, and planning costs; and to develop relationships and contracts with contractors to more quickly and efficiently respond to emergency situations.

Background

During the 2019 Legislative Sessions, RCW 39.10.410.420 - .460 was amended to allow all public agencies to use Job Order Contracting (JOC) for public works projects when a determination is made that the use of job order contracts will benefit the public. The JOC program is anticipated to be utilized in many different departments/divisions including Public Works Engineering & Construction, Road Maintenance, Wastewater, Surface Water, Facilities, Parks, Recreation and Cultural Services and other public works areas/projects.

Preliminary Timeline

RFP Release	February 21, 2020
Deadline for Written Inquires	March 10, 2020
Proposals Due	March 17, 2020
Interview Top Candidates	March 24-26, 2020 (if needed) *
Selection	March 2020 *
Contract Executed	April 2020 *

**dates are approximate*

Scope of Work

The Scope of Work is expected to include, but not be limited to, the following tasks:

- A. Development Stage: The successful consultant shall work with the City to develop the JOC program. Program development includes meeting with various departments and divisions to assess their needs for this program and then preparing and proposing a JOC program which will most effectively meet the City's requirements.

- B. Request for Proposal Stage: The successful consultant shall work with the City to develop specifications, terms, and conditions for a Request for Proposal (RFP) to contract with one or two contractors as determined in the Development Stage. Successful consultant will also assist with the evaluation of the proposals submitted.
- C. Implementation Stage: Successful consultant shall assist the City with implementation of the JOC Program including training for both the contractor(s) and City staff. Training shall include administration, performing estimates, and reconciliation. Successful consultant shall work with City to create and document all processes and forms needed to successfully implement the JOC Program.
- D. On-Going Program Support: Successful consultant shall assist City with initial and on-going job orders and follow up as needed. Successful consultant shall also provide updates for unit price book. Books must be updated at least annually. If the awarded contract includes software, the consultant shall also provide on-going technical support and training for the software.

Schedule

The proposed timeline is to engage in the consultant's services starting in April 2020, resulting in a JOC Program by November 2020. The contract term will be effective upon the date of contract execution for two years with the option to renew for two additional one-year terms. Contract prices shall remain firm during the contract term.

RFP Evaluation Components/Criteria

Submittal Requirements

One (1) unbound original and One (1) CD or flash drive in pdf format of the RFP shall be submitted to the City of Shoreline, City Clerk's Office – RFP **9596**, 17500 Midvale Avenue North, Shoreline, Washington, 98133-4905. The deadline for proposals by interested parties is **March 17, 2020** by 4:00 p.m. Exactly Pacific Local Time. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of qualifications. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.

Questions related to this solicitation may be directed to Janet Bulman, Purchasing Coordinator, jbulman@shorelinewa.gov. Questions via phone will not be accepted. The deadline for questions is March 10, 2020 by 4:00 p.m. All substantive questions and answers will be formalized and issued as an addendum to this RFP.

Supplemental information, such as brochures, may be submitted if desired. Proposals shall be limited to single spaced, 8 1/2" by 11" typewritten pages (min. 12 point font). The submittal shall be no more than 12 pages, not including resumes and Unit Price Book sample. The following format and content shall be adhered to by each firm and presented in the following order:

A. Executive Summary

An executive summary letter should include the key elements of the respondent's RFP and an overview of the consultant team. Indicate the address and telephone number of the respondent's office located nearest to Shoreline, Washington, and the office from which the project will be managed.

B. Approach

1. **Methodology(ies):** This section should clearly describe your approach in developing, implementing, and supporting a JOC program including how training is accomplished for both contractor(s) and City staff and the methodology or methodologies planned to be used to carry out the specific tasks described in the Work Plan.
2. **Work Plan:** Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents. Include a list of information required or tasks to be completed by City staff.
3. **Unit Price Book:** Respondents shall propose the use of a unit price book for JOC cost reference and determination. Respondents may propose the use of their own unit price book, propose to create a new book, and/or propose the use of a unit price book from a third-party source, or a combination of any of the fore mentioned. Identify what type of unit price book is proposed and provide a representative snapshot sample.

Tasks and prices in the unit price book(s) must reflect the local prevailing and other wage requirements of applicable local laws in King County and the State of Washington. Please provide the following information on the unit price book:

- 1) Revision cycle (when was it last updated/when is it scheduled to be updated):
 - 2) Revision methodology
 - 3) Price collection methodology
 - 4) Approach to localizing prices
 - 5) Anticipated number of materials, labor, and equipment line items
 - 6) Maturity of book (how long has it been published/in use)
 - 7) Other relevant factors to describe the quality or comprehensiveness of the book.
4. **Software:** Respondent may propose software that will be helpful in the implementation of this program. Respondent shall be very specific on the cost of the software, the complexity of using it, training to be provided, and whether this software is optional, recommended, or required for implementation.
 5. **Project Organization and Staffing:** Describe the qualifications and experience of key personnel who will be assigned to this project. Identify each by their proposed role and the percentage of time they will be committed to the City. Include for each their name and current, pertinent resume. Identify and provide the same information for any proposed subcontractors.
 6. **Project Schedule:** Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.

C. Related Experience

Describe recent (within the last 4 years), directly related experience in JOC program development and implementation. Briefly describe each project and for each

reference provide up-to-date individual contact name with email and phone number. Provide the size, scope, and dates of each project. At least four references should be included. The City reserves the right to contact any organizations or individuals listed

D. Statement of Experience

The respondent is required to provide evidence of experience in working with local agencies to develop, implement, support and train all parties in a successful JOC program. The experience listed must be that which was performed by the respondent's staff and/or team's staff that will be assigned to this project. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. The RFP shall also identify other projects the proposed Lead Consultant/Project Manager will be committed to during the same timeline.

E. Cost

Provide estimate of cost for services, initial and on-going costs of proposed software, and other costs that may be incurred to develop, implement, and support a JOC program.

The City's Evaluation Panel will use the following criteria to evaluate each RFP:

Criteria	Points
Approach	Maximum 30 Points
Related Project Experience	Maximum 20 Points
Expertise of Project Team	Maximum 20 Points
Cost	Maximum 30 Points
Maximum Points	Maximum Points 100

The proposals will be the basis from which interested individuals or firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified individual or firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected individual or firm.

Any individual or firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Individuals or firms eliminated from further consideration will be notified by mail by the City as soon as practical.

Proposals remain confidential until closing deadline after which proposals are considered a public record subject to public disclosure under RCW 42.56, the Public Records Act. Proposers shall mark as "proprietary" any information that the Proposer believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests.

Any Proposal may be withdrawn, either personally or by written request, at any time prior to the time set for the Proposal submittal deadline.

The City of Shoreline, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Attachment: City of Shoreline Sample Contract Document



Contract No. _____
 Brief Description: _____

CITY OF SHORELINE AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and _____, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to _____ and

WHEREAS, the City has selected _____ to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$_____, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of an itemized invoice or billing voucher in the form set forth on Exhibit B. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. Mail all invoices or billing vouchers to: Accounts Payable, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905 or email to accountspayable@shorelinewa.gov.

3. Term.

- A. The term of this Agreement shall commence _____ and end at midnight on the _____ day of _____, 20_____.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less

all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. The Consultant acknowledges that the City is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by the Consultant in connection with the services rendered under this Agreement may be deemed a public record as defined in the Public Records Act and that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product. Any requests for City documents and data held by Consultant shall be forwarded to the City which shall be solely responsible for responding to the request.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

8. Gifts.

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

9. City of Shoreline Business License.

As mandated by SMC 5.05.030, the Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City.

10. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Consultant shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

11. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

12. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

13. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

14. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Consultant Name: _____
Name of Firm: _____
Address: _____
Address: _____
Phone Number: _____

15. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

16. General Administration and Management.

The City's contract manager shall be (name and title): _____.

17. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

19. Captions.

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

20. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

21. Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

This agreement is executed by

CITY OF SHORELINE**CONSULTANT**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments: Exhibit A (Scope and compensation), B (Billing Voucher)



Building knowledge

Request For Proposals - Job Order Contracting (JOC) Consulting Services

RFP 9596 | March 2020



GORDIAN®

Table of Contents

SECTION

Executive Summary	A
Approach.....	B
Related Experience	C
Statement of Experience	D
Cost	E
Appendix	
Staff Resumes	1
Sample Construction Task Catalog.....	2
Sample Technical Specifications	3
Implementation Schedule	4

The information and data, furnished in connection with this Proposal to provide Job Order Contracting products and services, shall not be disclosed outside of the City of Shoreline (the “City”) and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal, except as required by law; provided, that, if a contract is awarded to this offeror as a result of or in connection with the submission of this information or data, the City shall have the right to duplicate, use or disclose the information or data to the extent provided for in the contract. The information and data subject to these restrictions as noted above are appropriately marked “Confidential and Proprietary”. Copyright ©2020 by The Gordian Group, Inc. All rights reserved. Job Order Contracting Core, Job Order Contracting Advanced, Job Order Contracting Complete, Job Order Contracting Complete Management, eGordian, ezIQC and Construction Task Catalog are either registered trademarks or trademarks of The Gordian Group, Inc. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

March 13, 2020

City of Shoreline
City Clerk's Office – RFP 9596
17500 Midvale Avenue North
Shoreline, WA 98133-4905

Attention: Clerk's Office – RFP 9596

Re: Request for Proposals RFP 9596 for Job Order Contracting (JOC) Consulting Services

The Gordian Group, Inc. ("Gordian") is pleased to submit our Proposal in response to the Request for Proposals for JOC Application Management Services for the City of Shoreline (the "City"). We are in receipt of RFP 9596 issued on February 21, 2020.

This project will be managed by our regional team: Joie Serra, Region Director for Pac North will manage our Washington-based team of Charles Meyer, Project Manager, and Tom Widlits, Account Manager. Our regional team will be supported by our software development, customer support, marketing, operations administration and accounting teams located in our main office at 30 Patewood Drive, Greenville, SC 29615. In addition, our construction cost research and database administration functions are primarily performed in our office at 1099 Hingham St., Suite 201, Rockland, MA 02370.

Gordian is the best-qualified firm to provide the requested products and services for the following reasons:

- We are the leading firm that can provide single point responsibility for all of the products and services necessary for a JOC program. We prepare, customize and support, with in-house staff, the Contract Documents, Construction Task Catalog, Technical Specifications and the JOC Information Management System that we provide to our clients. We do not rely on third parties or independent vendors, and we do not subcontract or white-label third-party products. We will be 100% responsible for the success of your JOC program using in-house resources for software, data and services.
- Gordian has successfully implemented and supported our JOC solutions for over 250 public owners throughout the United States, including the Seattle Housing Authority, City of Bellevue, Snohomish County, Port of Everett, City of Kirkland, and City of Everett. In 2019 more than \$2.3 billion dollars of construction work was procured using Job Order Contracting programs implemented and supported by Gordian.
- Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience provides us with the knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible. We possess the best personnel, software, and construction cost data in the industry. No other firm has our knowledge, experience and available resources for establishing and managing JOC programs.

We appreciate the opportunity to present our Proposal for Job Order Contracting products and services to the City of Shoreline. If you have any questions concerning the information provided in this response, please contact me at (800) 874-2291 or A.Lesher@Gordian.com.

Sincerely,



Ammon T. Lesher
Vice President, General Counsel

Approach

Gordian has nearly three decades of experience developing, implementing and support JOC programs. We have established and currently support hundreds of JOC programs for city, county, state, school district and university clients. No other firm can match the level of experience Gordian possesses in connection with the advertisement, evaluation and award of JOC contracts. A description of all phases of Gordian's approach to developing, implementing and supporting JOC programs is provided below. **Gordian will provide any and all services required by the RFP or offered in this proposal to ensure that the City of Shoreline ("City") has a successful JOC program.**

Methodology

The core of Gordian's approach to JOC is the rigorous and proven process we will follow to identify the City's needs and create a customized Job Order Contracting program around those needs. We do not cobble together generic unit price books or limited purpose software off the shelf and try to make them work. Our experience has taught us that to achieve maximum performance, a JOC program needs to be carefully crafted using a disciplined and thorough process. The process has been time tested and designed to minimize the effort required by the owner while producing maximum repair, alteration and minor construction results. Gordian will provide on-going technical support for the City's JOC program for the duration of the contract term, including outreach and education initiatives, JOC program updates to the Contract Documents, Construction Task Catalog and Technical Specifications, Job Order development services, additional contractor procurement, contract implementation support and training, and IMS maintenance, upgrades and system support. Gordian's job order development services, which will be included for all Job Orders, include onsite assistance with the Joint Scope Meeting, development of the Detailed Scope of Work, review and revision of the JOC contractor's Price Proposal and facilitation of the NTP from the City to the JOC contractor. Additional detail on these services will be available to the City during the evaluation process if requested.

Program Development

The Program Development process incorporates all the activities necessary to establish the structure of the City's JOC program. While JOC is a method of procurement, it is very different from the traditional methods and many factors must be considered when organizing a JOC program. We will assist the City in making educated decisions about the structure of its JOC program, from the minimum and maximum value of the contracts to the differentiation between individual Bid Factors. We will not reinvent the wheel or learn as we go. We will bring with us our experience and knowledge gained from other similar facility and infrastructure owners.

To ensure a successful JOC program, the proper policies and procedures must be prepared and implemented. Our experience will enable us to develop a comprehensive set of Execution Procedures that adhere to the City's general operating and organizational philosophies. These Execution Procedures must incorporate all phases of the JOC process. Specific issues that must be addressed include:

- **Project Initiation**
- **Project Development**
- **LSEDV Compliance Procedures**
- **Subcontractor Identification**
- **Permit Procedures**
- **Project Review and Approval**
- **Construction Inspection and Acceptance**
- **Project Close Out Procedures**
- **Payment Policy and Process**

Approach

Our experience has given us insight into each of these issues and allows us to make proven, efficient and cost effective recommendations. We propose to organize and manage a series of conferences and meetings with key City staff to create a comprehensive set of Execution Procedures that will be used to implement and administer the JOC program.

The Work Plan for our comprehensive Job Order Contracting Solutions details the major resource components necessary for a successful JOC program: Data, Technology and Services. A detailed description of our approach to develop, implement and support the City's JOC program is provided below.

Construction Task Catalog (Unit Price Book)

During the past 29 years, our team has prepared thousands of customized Construction Task Catalogs, specifically designed for JOC programs. We have customized thousands of Construction Task Catalogs for state, municipal, educational, transportation, healthcare, housing and water management clients. This depth of experience has created a comprehensive database from which we can draw upon when customizing a Construction Task Catalog for a particular client.

Gordian recognizes that each client is unique and has proven that the best JOC results are achieved when a program is tailored to fit the client's requirements. To reach the highest level of success in efficiency, client control and cost savings, the City's JOC program must have documents prepared and customized specifically for your use. Gordian prepares all of the Job Order Contracting Documents for the City including the Construction Task Catalog®, Technical Specifications, Contract and General Conditions, and Bid Documents. No other firm provides this level of service.

When we build a new Construction Task Catalog, we start with our 380,000 line item database that is continually improved and updated. As part of our ongoing support role, we produce updated Construction Task Catalogs for each JOC solicitation. When we notice areas for improvement, we bring in our engineering and estimating team to incorporate the improvement into the very next published book. With over 1,000 catalogs currently in use, client feedback and requests have allowed us to continually raise our level of quality. If any items are not already included in our database, Gordian will develop them for the City. These new tasks will be for the exact construction product or material that the City requires for its projects including, if necessary, unique owner supplied material and equipment.

Gordian currently employs more than 50 full-time personnel including engineers, estimators, construction cost researchers, data scientists, database administrators and statisticians that continuously research, update, QA and analyze construction data and construction tasks for our construction cost database. Gordian's construction cost data team performs more than 22,000 hours of cost research alone annually. This is in stark juxtaposition to other firms that may propose the use of off-the-shelf estimating data or a database managed by only a few persons.

Revision Methodology

As part of our ongoing support role, we will produce an updated Construction Task Catalog for each new City JOC contract. When we notice areas for improvement, we bring in our cost estimating and engineering team to incorporate the improvement into the very next published book using our DMAP (Database Manager and Publishing) software and its component pricing capability. As described above, Gordian has substantial resources dedicated to the continuous tracking, updating and development of construction costs. Our construction cost database is updated every day to ensure that the unit prices provided as part of each bid package are the most accurate on the

market today. Updates are not an “as-needed” exercise; they are performed continuously across all markets to ensure that when updated cost data is required, it’s readily available in all 930 geographic regions served by Gordian’s Construction Task Catalog. No other firm can come close to matching the dedicated resources and expertise of Gordian when it comes to building an updated, accurate and flexible construction cost database. In addition to continuous updates, Gordian’s account team will work with our Data and Engineering team to develop and publish any construction tasks identified as recurring non-prepriced tasks during a previous JOC contract term.

Localized Pricing

We use local prevailing wages and local material and equipment costs (which we obtain directly from local subcontractors and suppliers) to price our Construction Task Catalog. That allows us to be extremely accurate. The pricing of the Construction Task Catalog will be specific for the City and will incorporate current actual local equipment and material prices, along with local area prevailing wage rates. Gordian currently serves several agencies surrounding the King County metropolitan area and the City of Shoreline, including the Seattle Housing Authority, City of Kirkland, and Snohomish County. We are continuously collecting, analyzing and compiling new and updated construction tasks within King County and the surrounding area.

If any items are not already included in our database, Gordian will gladly develop them for the City. These new tasks will be for the exact construction product or material that the City requires for its projects including, if necessary, unique owner supplied material and equipment. Prior to the publication of any new Construction Task Catalog, Gordian can identify and provide all non-prepriced tasks approved by the City under the previous contracts. Working directly with the City, Gordian can create line items for recurring non-prepriced tasks which are anticipated for the new contracts. We understand that new technologies and materials are being developed every day, as these materials become available, Gordian will assist the City with incorporating these new tasks into current and future Construction Task Catalogs.

Technical Specifications – We have prepared more than 3,000 sets of Technical Specifications specifically for JOC. The Technical Specifications will include the same CSI specification numbers as the applicable tasks, and dictate the quality of the workmanship and the quality of the materials for the tasks detailed in the Construction Task Catalog. Customization of the JOC Technical Specifications will also allow the City the flexibility to standardize equipment and materials. Preferred vendors and suppliers can be incorporated into the Technical Specifications with the City having the final approval of “or equal” substitutions.

Procurement Support

This phase incorporates all the activities necessary to establish the structure of the City’s JOC program, inform internal City staff and the contracting community about JOC, and procure the JOC contractors. Specific services will include preparing and conducting an external marketing program, an internal marketing program and pre bid seminars.

Pre-Bid Seminars – A central feature of Gordian’s procurement plan for Job Order Contracting is the pre-bid seminar for intending bidders. Since most facility owners want to attract local contractors, but often many of the local contractors are not familiar with the JOC process, it is essential that a proactive educational program occur prior to bidding. Gordian believes that the increased information exchange between the owner and the intending bidders will lead to a better understanding of the JOC program, less bid risk for the contractors and ultimately, lower bids.

We will take the lead in reaching out to local contractors to inform them about JOC. We will prepare and conduct extensive pre-bid conferences that have been refined over time to secure for the City the very best qualified contractors at a meaningful, competitive price.

Software

Gordian will provide unlimited access to our IMS (the “JOC Software”) that is required to run a Gordian JOC program. Our JOC Software is capable of generating all of the JOC documents, including the contractor’s Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to support JOC programs and will be configured to meet the information management needs of the City’s JOC program. It is essential to optimizing the efficiency and convenience of a Gordian JOC system. Gordian’s JOC Software is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, the JOC Software can handle an unlimited number of Users, Job Orders, Construction Task Catalogs and other information. As part of the JOC System License, the City will receive with a Gordian JOC solution, you will be provided with unlimited access to the JOC Software for the term of the contract.

The JOC Software is a critical component of any JOC program, and it must be designed and configured specifically for JOC. Gordian’s JOC Software was developed using 25+ years of experience in managing JOC programs, and it ensures efficiency, ease of use, and maximum control at each step in the JOC process. For instance, our JOC Software enables tracking of price proposal revisions to ensure no changes go unnoticed, locks adjustment factors and unit prices to ensure no price manipulation can occur, and can generate custom reports and forms which will enable the City to tailor the software to its workflow, and ensure proactive management with advanced reporting capabilities.

Software Support and Maintenance

In terms of supporting and maintaining system applications for JOC, Gordian is the most experienced firm. Our in-house software design and development team created and supports the JOC Software. They are available 8:00 AM EST – 10 PM EST, Monday thru Friday. When you need help, we are there.

Training

Gordian will be responsible for providing a comprehensive JOC Master Training Program, which will include different course modules so that all elements of the City and JOC contractor staff will receive specialized training. Gordian will develop and publish all training aids and materials necessary to support the JOC training courses. The JOC Master Training Program will be modified to fit the City’s processes and procedures.

Below is a description of each module:

The JOC Overview Module is a general purpose introduction designed to familiarize the City staff with the JOC concept. Topics include an overall JOC orientation as well as a discussion of how JOC will be implemented. In addition, JOC is presented from a contractor’s perspective so the City staff can better understand the contractor’s risk and potential reward. Included in this module is a discussion of how a contractor prepares a JOC bid.

The JOC Contract Documents Module is a detailed discussion of the contractual terms of the contract. This module is designed for project managers and procurement staff. The contract

documents are the “rules” under which the JOC program will be implemented. It is critical that key operational and procurement staff fully understand the Contract Documents. Copies of all materials and the contract terms and conditions are contained in the training manual.

The JOC Program Execution Module includes a detailed, comprehensive review of the City’s approved JOC Execution Procedures. Training for this module includes ensuring that the City facilities and procurement staff have a full understanding of the procedures and forms that will be used to approve JOC work.

The Job Order Development Module includes training on a complete series of practical exercises designed to prepare a complete Job Order based on actual City projects. Gordian will be performing the Job Order development tasks for the City under this contract, but will provide an overview of the process for the benefit of City staff.

The JOC Software Module provides a thorough overview of our proprietary JOC Software, designed for project managers. JOC Software training is provided for each step of the JOC process, from project initiation, to reviewing and validating a contractor’s Price Proposal, to project closeout. Because the primary interface is Windows Explorer-based, the City staff will readily adapt to the user-friendly nature of our software. This Module is presented in a mixed lecture and practical exercise format using computer generated overhead projection materials, handouts and hands-on computer exercises.

Gordian will provide **JOC Refresher Training** as needed or requested by the City. Our refresher training consists of a workshop discussion of all aspects of the JOC process and is offered to those who have had an opportunity to get some actual experience with the JOC process. The focus of this session is on the lessons learned and the sharing of those lessons with other staff members. We recommend that everyone attend at least two refresher training workshops; one after about a month’s experience and the second one after three month’s experience.

Gordian will conduct as many training sessions as required to ensure that City staff and the JOC contractors are fully prepared to execute the JOC program. Training will include a comprehensive training/reference manual with sample Job Orders, flowcharts, and forms.

Technical Support

Gordian will provide ongoing technical support in a number of areas during the term of the contract. Specific technical assistance will include:

JOC Program Updates

During the term of the contract, Gordian will provide continual updates for the City’s JOC program as follows:

- Provide the City updated JOC Contract Documents for all new JOC contracts and JOC re-bids. This support will include: updating Construction Task Catalogs and Technical Specifications; monitoring recent changes and recommending improvements to the Contract and General Conditions to clearly specify the requirements of the City; further developing and implementing pre-award criteria; identifying new processes to further define contract requirements and contractor capabilities to ensure that the City retains qualified JOC contractors; and customizing the JOC process and documents to meet the ever changing needs of the City.

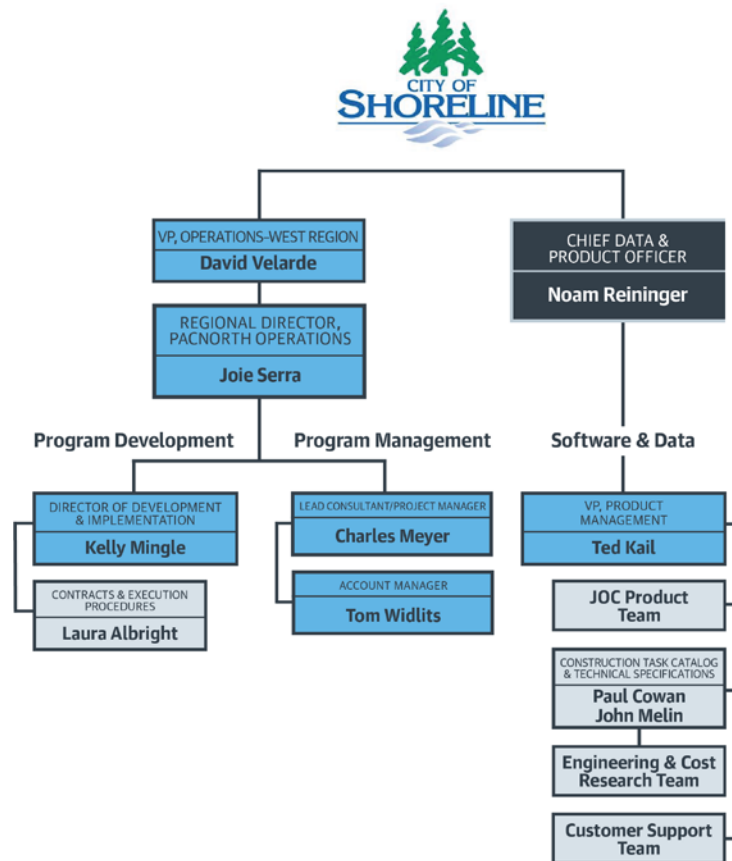
- Provide procurement and marketing support during the solicitation of JOC contracts. This support will include preparing all necessary documents and notices, preparing and participating in all pre-bid conferences, external marketing to the local contracting community, evaluating the contractor's proposed management plan, staffing and personnel plans, and assisting new contractors during mobilization.

Project Organization and Staffing

With an employee count of more than 550, including more than 300 JOC professionals, no other firm can match the level of experience Gordian possesses in connection with the advertisement, evaluation and award of JOC contracts.

The breadth of support provided to the City is not limited to the direct day-to-day interactions with our account management team, but will cover all aspects of our organization dedicated to supporting our JOC clients. Gordian's direct support for the City's program will include members of the following teams: Program Development, Program Management, Software and Construction Cost Data. Additional resources are provided by Program Analysts, Product Management, Engineering Cost Research and Customer Support.

Organizational Chart



Program Management

Key Staff is comprised of three **Program Management team members**. **This team is led by Joie Serra, Region Director** of the PacNorth Operations. Ms. Serra is the JOC Project Executive with primary oversight of the development of the City's JOC system. She becomes the management point of contact for communications with the City, relevant stakeholders, and the public. Reporting directly to Ms. Serra, **Charles (Chuck) Meyer** will serve as the **Lead Consultant/Project Manager** for the City's JOC program. His primary responsibilities will include overseeing the implementation phase, training, and day-to-day management and support of the City's JOC program. Mr. Meyer will collaborate with the City staff as part of their JOC bidding process, and assist to develop and finalize bidding documents; customize the Construction Task Catalog; participate in pre-bid presentations; conduct scope identification and proposal review; and assist with JOC Contractor training. Mr. Meyer will be directly supported by **Tom Widlets, Account Manager** for the City's JOC Program. Mr. Widlets will assist with responsibilities that include day-to-day development, implementation, training and support of the City's JOC program.

Program Development

This team is led by **Kelly Mingle, Director of Development and Implementation**. Ms. Mingle will manage Gordian's activities relating to the compilation of bid documents, general conditions, and other program documents required to procure the City's JOC contractors. This includes the citation and incorporation of best practices during each rebidding process, and providing standard work for contractor outreach and pre-bid meetings. The team includes a Contracts and Execution Procedures Specialist, Laura Albright, and works under the guidance of our Vice President and General Counsel, Ammon Leshner. As a licensed attorney, Mr. Leshner will work with Ms. Mingle and her team to ensure all contracts and bid documents meet City requirements.

Software and Data

The Software and Data team is led by Noam Reininger, Chief Data & Product Officer for Gordian. Mr. Reininger leads all aspects of product development and management, including product & data strategy, innovation, software development & data operations. He will be supported by Ted Kail for Product Management; and John Melin and Paul Cowan for Estimating services.

Implementation Schedule

Gordian can develop and implement a JOC program for the City within 120 days of the receipt of a contract. **Meeting the 120-day schedule will require working as a team.** Timely response from the City staff to our requests for information and requests to review draft documents is critical to the development and implementation process. We are aware that your staff has multiple demands placed on them in addition to your JOC program. Experience has shown us that it is best to work in our client's facilities during the early stages of the contract, so we are available to meet with client staff at their convenience. We request that the City assume the following duties and responsibilities:

- Review all documentation and requests for information submitted by Gordian in a timely manner.
- Provide full information regarding requirements for the JOC program, including but not limited to, facilities lists, current Owner procedures, programs, technical specifications and bidding information.

Approach

- Designate, in writing, a representative who shall render or obtain decisions pertaining to the JOC program in a timely manner.
- Provide work space and access to the Internet, copiers, printers, facsimile machines, and local telephone service for use by Gordian's on-site JOC development staff, which shall consist of two on-site employees during the program development phase and one employee during implementation and support phases.
- Provide reproduction services for the Construction Task Catalog, Technical Specifications, Contract and General Conditions, Instructions to Bidders and Bid Forms, including the bid packages distributed to construction contractors.

Related Experience

Item 2.

The Scope of Work for the following client references include the products and services required by RFP 9596.

Seattle Housing Authority

Construction Value: \$2,503,325 of construction completed to date
Program Type: Implementation and Support of a Job Order Contracting Program, including Job Order Development
Period of Service: October 2017 – On Going
Reference: Jena Richmond, CPPB
Contracts and Procurement Manager
190 Queen Anne Ave N
Seattle, WA 98109
Tel.: (206) 615-3473
Jena.Richmond@seattlehousing.org

City of Everett

Construction Value: \$17,000,000 of construction completed to date
Program Type: Implementation and Support of a Job Order Contracting Program, including Job Order Development, Construction Management, and Estimating Services
Period of Service: July 2014 – On Going
Reference: Ms. Theresa Bauccio-Teschlog, Purchasing Manager
3200 Cedar Street, Door #5
Everett, WA 98201
Tel.: (425) 257-8901
TBauccio@everettwa.gov

City of Kirkland

Construction Value: \$5,242,241 of construction completed to date
Program Type: Implementation and Support of a Job Order Contracting Program, including Job Order Development
Period of Service: April 2013 – On Going
Reference: Ms. Anneke Davis, Senior Capital Projects Coordinator
123 5th Avenue
Kirkland, WA 98033
Tel.: (425) 587-3828
ADavis@kirklandwa.gov

Port of Everett

Construction Value: \$4,800,000 of construction completed to date
Program Type: Implementation and Support of a Job Order Contracting Program, including Job Order Development
Period of Service: July 2014 – On Going
Reference: Maija Lampinen, CPPB - Contracts Administrator
1205 Craftsman Way, Suite 200
Everett, WA 98201
Tel.: (425) 388-0606
maijal@portofeverett.com

Statement of Experience

Project Management Team Experience

Joie Serra serves as **Region Director for PacNorth Operations**. As such, she is the JOC Project Executive whose primary role will be oversight of the development and migration of the City's JOC system. She becomes the management point of contact for communications with the City, relevant stakeholders, and the public. Mrs. Serra is currently responsible for the operations of many Pacific Northwest programs, including the Seattle Housing Authority; City of Kirkland; Port of Everett, and City of Everett. Mrs. Serra has been with Gordian for nine years. She will devote 15% of her time overseeing program management team for the City's new JOC Program. During her time with Gordian, Mrs. Serra has worked many JOC programs, including:

- Jackson Health System
- Miami Dade County Schools
- City of Miami
- City of Miami Beach
- Broward County
- Pinellas County
- Palm Beach County
- City of Portland
- City of Richmond, BC
- Anchorage School District
- Hawaii Dept. of Education
- Seattle Housing Authority
- City of Kirkland
- City of Everett
- City of Bellevue
- Snohomish County
- Community Transit

Charles (Chuck) Meyer will serve as the **Lead Consultant/Project Manager** for the City and will report directly to Mrs. Serra. Mr. Meyer has been supporting PacNorth region programs for more than two years, and has been involved in all aspects of the programs. Before joining Gordian Mr. Meyer worked for 5 years as a project manager on JOC projects for a local contractor. Mr. Meyer will be the City's primary point of contact for all day-to-day activities associated with the implementation and execution of the JOC program. Mr. Meyer will devote 50% of his time to the City. During, and prior to, his time with Gordian, Mr. Meyer has worked on the following JOC programs:

- City of Richmond, BC
- Whatcom Transit Authority
- City of Everett
- Port of Everett
- Snohomish County
- Community Transit
- City of Bellevue
- University of Washington
- Sound Transit

Tom Widlets will serve as **Account Manager** for the City's JOC Program. He will assist Mr. Meyer with responsibilities including handling day-to-day development, implementation, training and support of the JOC program. Mr. Widlets will devote 35% of his time to the City. During, and prior to, his time with Gordian, Mr. Meyer has worked on the following JOC programs:

- Port of Portland
- City of Vancouver
- City of Bellevue
- Hawaii Dept. of Education
- Seattle Housing Authority
- City of Kirkland

Cost

Gordian Fees

A significant benefit of Gordian's approach to providing our JOC solutions is that we do not charge an upfront fee to our clients to implement a JOC program. Our contracts are pure performance-based contracts; we do not succeed unless you succeed. Accordingly, there is no risk to the City for the development and implementation of a Gordian JOC program since the City is under no obligation to use the program once it is operational. However, we are 100% confident that the City will continue to see the substantial time and cost savings afforded by a Gordian JOC program.

The pricing set forth below includes all of the development, implementation and technical support services required by the RFP, as well as the Job Order Development Services, Gordian will provide for every project. The fees for these products and services consist of a City License Fee and Job Order Development Fee, as set forth below:

City License Fee: One and ninety-five hundredths percent (1.95%) of the value of construction work procured through the City's JOC program; and

Job Order Development Fee: Three and five hundredths percent (3.05%) of the value of construction work procured through

The City License Fee and Job Order Development Fee are payable upon the issuance of each Job Order by the City. It is important to note that the pricing set forth above includes additional training for new employees and contractors beyond the implementation period, which is included at no additional cost.

Gordian's implementation of the City JOC program includes a license to our proprietary JOC System and other related materials which includes our JOC software, construction cost data and training materials, among other documentation. Our proposal is being submitted with the understanding that City agrees to incorporate into any agreement between City and Gordian the standard JOC System License.

Gordian will charge each JOC contractor a contractor license fee ("Contractor License Fee") of one percent (1.00%) of the value of each Job Order, Purchase Order, or similar purchasing document issued to the JOC contractor by the City. The Contractor License Fee is assessed to the JOC contractor in return for their access to our proprietary construction data, JOC applications and training, and is not a fee assessed to the City. Gordian is responsible for all administrative duties related to the invoicing and collections of the Contractor License Fee. The Contractor License Fee is payable by the JOC contractor when a Job Order is issued by the City, and will be assessed to the JOC contractor for all work ordered by County using the JOC program.

APPENDIX

Dave Velarde

Vice President of Operations – West Region

19 years of employment with Gordian

Education

- B.S. Electrical Engineering, Texas Tech University

Licensures

- State of Florida Class “A” General Contractors License, #CGCO057291

Relevant JOC Experience

Gordian

As Vice President of Operations, Mr. Velarde is responsible for the development, implementation and continued support for the western sector of Gordian’s client base, including but not limited to the following:

- Alameda County
- University of California
- California State University
- City of Long Beach
- Port of Long Beach
- Los Angeles County Community Development Commission
- Los Angeles County Housing Authority

As the Mountain Region Director, Mr. Velarde was responsible for the development, implementation and continued support of the Job Order Contracting program for the following:

- University of New Mexico
- New Mexico Cooperative Educational Services
- New Mexico State University
- Los Alamos Public Schools, NM
- City of Las Cruces

Davis Monthan AFB, AZ

At Davis Monthan Mr. Velarde served as Project Manager and was responsible for the on-site performance of the account with full authority to commit resources to ensure successful project completion. Mr. Velarde maintained full responsibility and authority to manage the team responsible for planning, designing, estimating, project negotiation, scheduling and execution of the Simplified Acquisition of Base Engineering Requirements (SABER) projects. Completed 334 projects in the 3-year period for a contract value of \$10 million.

White Sands Missile Range, NM

As the Project Engineer at the White Sands Missile Range, Mr. Velarde was responsible for all areas of JOC Construction Management including construction quality control, estimating, scheduling, testing and closeout procedures. Mr. Velarde processed all construction invoices and submittals, and solved all on-site problems while still ensuring project completion.

Other Experience

Roy Jorgensen Associates, Inc., MD

Project Director overseeing 102 Toyota Motor Sales, USA facilities nationwide, totaling 6.5 million square feet and \$15 million in maintenance activities and \$40 million in construction. Responsibilities included development of a strong customer service relationship with the client and solving related problems. Developed and implemented programs to incorporate all aspects of facilities management, day-to-day operations, negotiate contracts, long range planning, expense and capital budgeting, and construction management.

NBD/BankOne, MI

As Director of Facilities overseeing 602 Branch Banks for NBD, renamed BankOne, across Michigan and Indiana, Mr. Velarde's responsibilities included the initial startup of the NBD contract in Southeast Michigan and two subsequent increases for Indiana and the remainder of Michigan branches. The startup included the hiring and training of 85 employees. Maintenance included full facilities components, utility management, bank equipment maintenance and project management of the capital budget.

NationsBank of Florida

As the Director of Facilities at NationsBank of Florida, Mr. Velarde was responsible to oversee the startup and day-to-day operations of 475 Branch Banks and remote ATM locations across Florida. While there, Mr. Velarde helped develop and implement all related programs to incorporate all aspects of facilities management, routine maintenance, preventative maintenance, negotiate contracts, construction management, disaster planning, cost accounting, and quality benchmarking. Further, Mr. Velarde developed and adhered to operating and capital budgets, conducted on-site facility inspections to benchmark overall quality of services performed by Jorgensen and subcontractors.

Dieter & James, Inc. TX

As the Project Engineer at Dieter Mr. Coffey was responsible for the complete overview of the project engineering aspects from estimating to the closeout of projects. Quality control of on-going projects such as: scheduling and its control, submittal review and distribution, direct contact with owners representatives for specific requirements, all inspections, punch lists, as-builts and operations and maintenance manuals. Completed 17 projects totaling \$14.6 million. Some examples of these projects include: Hoover Vacuum's 112,000 SF tilt-up plastic stamping plant, Paragon Cable's 40,000 SF tilt-up offices, Two Home Club's exposed aggregate 120,000 SF tilt-up buildings and International Paper's 140,000 SF tilt-up building.

Professional Associations

International Facility Management Association - Associate Member

Joie M. Serra**Region Director, PacNorth Operations**

9 years of employment with Gordian

Education

- B.S., Architectural Engineering; University of Miami, FL
- A.A., Edison State College, FL

Relevant JOC Experience**Gordian**

As the Account Executive, Ms. Serra works closely with client's upper management to maintain a successful and sustainable JOC program through varying communication including program reports consisting of data analysis and benchmarks. She is also responsible for identifying new revenue opportunities across Gordian's solution offerings and partnering with Gordian's product team to ensure innovations and enhancements to our services, data, and software satisfy clients' needs.

Other Experience**F.H. Paschen, S.N. Nielsen**

As a Project Engineer, Ms. Serra supported all Miami office contracts regarding permits, notice of commencement as well as project close out. She was responsible for preparing scopes of work, PROGEN proposals and estimates, developed schedules, field reports and submittals.

Pulte Homes

As an Assistant Superintendent responsible for in assisting on all phases of home construction. Constructed two sales models to new national specifications. Assisted customer relations manager on service appointments and homeowner meetings.

Charles (Chuck) Meyer

Lead Consultant/Project Manager

2.5 years of employment with Gordian
Over 19 years of Construction Experience

Education

B.S., Architecture, The Ohio State University, Columbus OH

Relevant JOC Experience

Gordian

Mr. Meyer provides management services and communicates with clients to ensure JOC products and services are implemented and properly carried through. He conducts pre-bid presentations, assists with training of staff and new contractors, and responds to questions involving tasks in the CTC, bids or proposals. Mr. Meyer's JOC program experience includes the following:

- City of Everett
- Port of Everett
- Snohomish County
- Transit Authority
- Community Transit
- City of Bellevue
- Whatcom

Other Experience

Hazel Point Company

As Project Manager and Lead Carpenter, duties included executing and managing all phases of construction. Supervised all subcontractor coordination including contract negotiation, change order log, and SOV approvals. Worked directly with architects.

Forma Construction Co.

Project Manager responsible for managing multiple projects simultaneously to complete over 80 JOC Work Orders in 4 years. Developed job means and methods of execution while value engineering project scope to meet jurisdictional budget requirements. Full project management from initial scoping to negotiation of contract, buy-out, procurement of materials, processing submittals, and securing change orders. Coordinated with superintendents to manage budgets, schedules, and subcontractors to deliver projects on-time and within budget. Trained and supported new employee PEs and Managers on adjacent JOC contracts within the company.

Charles Meyer Design, LLC

As the General Contractor, procured, bid, managed and supervised the project with responsibilities that included conducting value engineering meetings with the owner and architect. Coordinated, scheduled and supervised subcontractors and suppliers to deliver the completed project on time, within budget, and with desired quality standards.

Certifications

- Construction Management Certificate
- OSHA 30
- 48-Hour Revit Certificate
- Certified Lead Renovator

Tom Widlits

Account Manager

2.5 years of employment with Gordian
Over 13 years of Project Management experience

Education

- BBA, Landscape Architecture, University of Oregon
- A.A., Landscape Architecture, San Diego State University

Relevant JOC Experience

Gordian

As the Account Manager, Mr. Widlits responsibilities include handling day-to-day development, implementation and support of the JOC program. He assists in training staff in the proper execution of the JOC program and use of the eGordian system, developing project assignments, scope identification, contractor proposal accuracy, and overall contract compliance. Additional duties include assisting the Owner with proposal review and ensuring the use of appropriate line items. Mr. Widlits has worked with the following JOC programs:

- City of Vancouver
- City of Kirkland
- City of Bellevue
- Port of Portland
- Seattle Housing Authority
- Hawaii Dept. of Education

Other Experience

Nike, Inc.

As a Project Manager undertook and successfully completed a wide range of tenant improvement projects including 3-D print labs, Innovation spaces for apparel, football equipment testing, collaboration/lounge spaces, apparel merchandising rooms and commercial office space. Developed RFPs as well as RFIs in the research phase of various projects. Responsibilities included contractor bid development, contractor response reviews, contractor selection, contract negotiation as well as development of project charter, timeline and budget. Collaborated with other organizations at Nike to develop long term sustainable processes for prioritization of Tenant requested projects and facility upgrades. Developed a strategic planning matrix to enable a rolling five-year site plan. Responsible for reporting project status to senior leadership teams, as well as maintaining great rapport with project stakeholders and trades.

Tri-Met

Project Manager responsible for construction on Tri-Met's "Special Needs Assessment" facility in NW Portland. Facilitated processing of RFIs, submittals and samples among the general contractor, the owner and the owner's consultants. Submitted all project closeout documents in accordance with the contract. Worked with facilities department to set long term strategic plans for track protections prioritizing security concerns and setting plans and budgets for various projects.

MBank

As a Facilities Director, oversaw construction on bank branch expansions as well as Bank Operations Center. Assigned projects and tasks to employees based on their competencies and specialties. Performed construction site pre-inspections and coordinated post-construction audits. Led and managed resolution of all issues during project construction and commissioning phases. Facilitated processing of RFI's submittals and samples among the general contractor, the owner and the owner's consultants. Collaborated with senior leadership to develop a long-term strategy for maintenance and equipment obsolescence on all bank owned properties to allow for better utilization of operational budgets. Initiated process for multi-trade maintenance schedules for all bank properties, setting Service Level Agreements with vendors, contract negotiation for long term maintenance and oversight of the program.

Certifications

- LEEDS
- Project Management Professional

Kelly Mingle

Director of Development and Implementation

9.5 years of employment with Gordian

Education

- A.S., Environmental Design/Architecture, Cosumnes River College

Relevant JOC Experience

Gordian

As Director of Development and Implementation, Ms. Mingle coordinates the accurate development and preparation of Contracts and General Conditions used to procure the JOC construction contractors.

In her previous role as an Account Manager, Ms. Mingle was responsible for the implementation and continued support of the Job Order Contracting programs for the following:

- California Administrative Office of the Courts
- Sacramento County

Other Experience

County of Sacramento, Architectural Services Division

Ms. Mingle was with the County of Sacramento for 9 years, serving primarily as a JOC Program Coordinator following one year as a Program Manager with the Architectural Services Division (ASD). Responsibilities included project management, supervision of 3 Project Managers, and coordination of the JOC program County-wide. ASD utilized JOC for the Sheriff, Probation, Parks, Courts, General Services, Department of Water Resources, County Airports System and Department of Transportation completing 300+ construction projects with a combined value greater than \$88 million.

Gap, Inc.

While at the Gap, Inc., Ms. Mingle was the Senior Project Manager and was responsible for multiple, simultaneous retail projects including indoor malls, outdoor malls, and strip center locations throughout the United States and Puerto Rico.

Ray Bailey Architects, Inc., MD

While at Ray Bailey Architects, Inc., Ms. Mingle performed construction administration duties on a multi-phased, \$85 million renovation/addition to The Mall of Columbia, Columbia Maryland. The Scope of the project included three new multi-level parking decks, a new two-level wing to the mall, relocation of the food court, and extensive site work.

Laura Albright, CSI, CDT

Development and Implementation Specialist

7 years of employment with Gordian

Education

- B.A., California State University/ Sacramento
Bachelor of Arts - Design, cum laude

Credentials

- Construction Specifications Institute
- Construction Document Technologist

Relevant JOC Experience

Gordian

As a Development and Implementation Specialist, Ms. Albright is responsible for preparing the Contract and General Conditions that are used to procure the JOC construction contractors.

Other Experience

Gap, Inc.

While at the Gap, Inc., Ms. Albright was a Project Manager and was responsible for multiple, simultaneous retail projects including indoor malls, outdoor malls, and strip center locations throughout the United States and Puerto Rico.

Tech Events, Inc.

While at Tech Events, Inc., Ms. Albright was the Director of Client Service, managed and implemented full delivery for corporate technical event logistics, composed and managed all client contracts and renewals, managed all aspects of client relationships, department and team coordination, and solutions implementation. Business strategy development and launch of sister company SolvD, marketing strategy, and social media strategy, content and implementation.

Closed Loop, Inc.

While at Closed Loop, Inc., Ms. Albright was the Director of Operations managing all aspects of facilities, finances, office operations, remote office coordination, business development and resource allocation.

Borges Architectural Group

While at Borges Architectural Group, Ms. Albright was the Design Project Manager and was responsible for all Interior Design projects, client services, design specifications, construction management, proposals and bid reviews.

Noam Reininger

Chief Product & Data Officer

3 years of employment with Gordian and over 15 years of Data and IT industry experience

Education

- B.B.A., Information Systems and East Asian Studies, University of Wisconsin

Experience

Gordian

Mr. Reininger is the Chief Product & Data Officer responsible for the development of Gordian's portfolio of technology and data solutions that solve the unique challenges of the construction industry. Mr. Reininger leads all aspects of development including product & data strategy, innovation, software development & data operations.

Other Experience

Dun & Bradstreet

As the Senior Vice President, Master Data and Data-as-a Service Solutions, lead global product management organization responsible for \$330 million in annual revenue. Organization includes both strategy and execution teams with over 150+ cross-functional staff members responsible for D&B's Master Data & Data-as-a-Service Portfolio.

DELL

As the Director of Solution Centers started up and led an enterprise class pre-sales organization from the ground up. Hired, trained and lead a staff of 22 solution architects and oversaw multi-million-dollar facility bring-ups in Austin, Chicago, DC and New York. Engaged with senior government dignitaries and drove media relation activities.

SALESVU

As the Chief Operating Officer was a founding member, started up, staffed and oversaw offshore development and drove sales and marketing activities. Responsibilities included investor relations, strategy and operations.

Ted Kail

Vice President of Product Management

15 years of employment with Gordian

Education

- Executive M.B.A., Northeastern University
- B.S., Business, Northeastern University

Relevant JOC Experience

Gordian

As the VP of Product Management, Mr. Kail is responsible for determining the strategic direction of all products across the construction lifecycle, which includes Planning, Estimating, and Procurement solutions.

Other Experience

Sightlines, LLC

Sr. Director of Product Management responsible for directing Sightlines' offerings across the full life cycle – from ideation through service implementation. Determined the strategic direction of all Sightlines' current products and made decisions around all new services and markets. Directed the acquisition and integration of the Pacific Partners Consulting Group (PPCG). Prior to product, Ted managed all new client relationships in the operations department. Implemented and provided Sightlines' services at over 100 institutions throughout North America.

John B. Melin, Jr.

CTC Cost Estimator - Manager

24 years of employment with Gordian

Education

- B.S., Building Construction, Georgia Institute of Technology

Licensures

- Certified Cost Professional, #1194, Originally certified 9/1/1991
- Project Management Professional, #04539, Originally certified 5/17/1995

Relevant JOC Experience**Gordian**

Mr. Melin is the Manager for the CTC Data Team and responsible for gathering and processing data for use in developing our Construction Task Catalog database. Mr. Melin has prepared customized Construction Task Catalogs for over 100 public facility owners, including:

- New York Department of Transportation
- New York State Department of Environmental Conservation
- New York State Dormitory Authority
- State University Construction Fund

Project Time and Cost, Atlanta

Department of Defense, Worldwide

Project Manager responsible for the coordination and preparation of site specific Unit Price Books for DOD Job Order Contracts worldwide.

Database and Estimating Software Experience

- CACES, MCACES, M-CACES Composer Gold, MC2, Navy's CES, CEG

Professional Associations

- Association for the Advancement of Cost Engineers International

Paul Cowan

Senior CTC Engineer

13 years of employment with Gordian

Education

- B.S., Management, Georgia Institute of Technology, Atlanta, GA, 2001

Certification

- Information Technology Certificate, Georgia Institute of Technology, 2001

Relevant JOC Experience

Gordian

As a Senior CTC Engineer, Mr. Cowan is responsible for improving, expanding and maintaining Gordian's proprietary Construction Task Database and for customizing and publishing client specific Construction Task Catalogs. He has well developed company expertise in design engineering and construction consulting, as well as value engineering.

Other Experience

Mr. Cowan has worked with manufacturing partners to design and produce products to assist the US Air Force with production and safety requirements.



Building knowledge

Job Order Contract Construction Task Catalog®

Sample



GORDIAN®

This Page Intentionally Left Blank

MINOR CSI UOM DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
------------------------------	---------------------------	-------------------------

28 Electronic Safety And Security

Note: Termination costs are included with all safety and security equipment, panel boards, and devices. Terminations are not included with patch panels.

28 05 Common Work Results For Electronic Safety And Security (28)

28 05 13 Conductors And Cables For Electronic Safety And Security (28 05)

28 05 13 13	CCTV Communications Conductors And Cables (28 05 13)		
See CSI section 26 05 19 00-0000 for low-voltage electrical power cable, 26 05 23 00-0000 for control-voltage electrical power cable, 27 14 00 00-0000 for conductors and cables.			
28 05 13 16	Access Control Communications Conductors And Cables (28 05 13)		
See CSI section 26 05 19 00-0000 for low-voltage electrical power cable, 26 05 23 00-0000 for control-voltage electrical power cable, 27 14 00 00-0000 for conductors and cables.			
28 05 13 19	Intrusion Detection Communications Conductors And Cables (28 05 13)		
See CSI section 26 05 19 00-0000 for low-voltage electrical power cable, 26 05 23 00-0000 for control-voltage electrical power cable, 27 14 00 00-0000 for conductors and cables, 28 05 13 23-0000 for Type FPLP.			
28 05 13 23	Fire Alarm Communications Conductors And Cables (28 05 13)		
28 05 13 23-0001	Fire Alarm/Life Safety Cable (28 05 13 23)		
28 05 13 23-0002	Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable (28 05 13 23-0001)		
28 05 13 23-0003	Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit (28 05 13 23-0002)		
28 05 13 23-0004	MLF 1-Pair, 18 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,328.71	430.93
28 05 13 23-0005	MLF 2-Pair, 18 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,759.48	446.52
28 05 13 23-0006	MLF 1-Pair, 16 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,517.51	489.83
28 05 13 23-0007	MLF 2-Pair, 16 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	2,215.57	507.32
28 05 13 23-0008	MLF 1-Pair, 14 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,765.72	548.36
28 05 13 23-0009	MLF 2-Pair, 14 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	2,767.90	568.12
28 05 13 23-0010	MLF 1-Pair, 12 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	2,378.53	627.02
28 05 13 23-0011	MLF 2-Pair, 12 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	3,948.41	649.38
28 05 13 23-0012	Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed (28 05 13 23-0002)		
28 05 13 23-0013	MLF 1-Pair, 18 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	2,046.94	861.99
28 05 13 23-0014	MLF 2-Pair, 18 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	2,503.67	893.04
28 05 13 23-0015	MLF 1-Pair, 16 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	2,333.91	979.80
28 05 13 23-0016	MLF 2-Pair, 16 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	3,061.09	1,014.63
28 05 13 23-0017	MLF 1-Pair, 14 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	2,679.65	1,096.97
28 05 13 23-0018	MLF 2-Pair, 14 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	3,714.77	1,136.24
28 05 13 23-0019	MLF 1-Pair, 12 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	3,423.56	1,254.04
28 05 13 23-0020	MLF 2-Pair, 12 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	5,030.82	1,299.01
28 05 13 23-0021	Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit (28 05 13 23-0001)		
28 05 13 23-0022	MLF 2/c #22 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	720.54	352.65
28 05 13 23-0023	MLF 4/c #22 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	804.19	365.19
28 05 13 23-0024	MLF 2/c #18 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	873.62	430.93
28 05 13 23-0025	MLF 3/c #18 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	963.73	438.72
28 05 13 23-0026	MLF 4/c #18 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,014.12	446.52
28 05 13 23-0027	MLF 6/c #18 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,190.56	462.09

28 Electronic Safety And Security**28 05 Common Work Results For Electronic Safety And Security****28 05 13 Conductors And Cables For Electronic Safety And Security**

MINOR CSI UOM DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
28 05 13 23-0028 MLF 8/c #18 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,454.20	477.68
28 05 13 23-0029 MLF 2/c #16 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,039.22	489.83
28 05 13 23-0030 MLF 4/c #16 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,236.07	507.32
28 05 13 23-0031 MLF 2/c #14 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,233.28	548.36
28 05 13 23-0032 MLF 4/c #14 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,552.43	568.12
28 05 13 23-0033 MLF 2/c #12 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,570.36	627.02
28 05 13 23-0034 MLF 4/c #12 AWG, Shielded, Non-Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	2,099.66	649.38
28 05 13 23-0035 Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable (28 05 13 23-0001)		
28 05 13 23-0036 Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit (28 05 13 23-0035)		
28 05 13 23-0037 MLF 2/c #22 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	710.09	352.65
28 05 13 23-0038 MLF 2/c #18 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	866.83	430.93
28 05 13 23-0039 MLF 3/c #18 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,029.35	438.72
28 05 13 23-0040 MLF 4/c #18 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,032.29	446.52
28 05 13 23-0041 MLF 6/c #18 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,285.39	462.09
28 05 13 23-0042 MLF 2/c #16 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,028.96	489.83
28 05 13 23-0043 MLF 4/c #16 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,259.09	507.32
28 05 13 23-0044 MLF 2/c #14 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,187.10	548.36
28 05 13 23-0045 MLF 4/c #14 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,735.96	568.12
28 05 13 23-0046 MLF 2/c #12 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,555.27	627.02
28 05 13 23-0047 MLF 4/c #12 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	2,378.28	649.38
28 05 13 23-0048 Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed (28 05 13 23-0035)		
28 05 13 23-0049 MLF 2/c #22 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed.....	1,297.84	705.56
28 05 13 23-0050 MLF 2/c #18 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed.....	1,585.06	861.99
28 05 13 23-0051 MLF 3/c #18 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed.....	1,760.24	877.20
28 05 13 23-0052 MLF 4/c #18 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed.....	1,776.48	893.04
28 05 13 23-0053 MLF 6/c #18 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed.....	2,055.55	924.07
28 05 13 23-0054 MLF 2/c #16 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed.....	1,845.36	979.80
28 05 13 23-0055 MLF 4/c #16 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed.....	2,104.61	1,014.63
28 05 13 23-0056 MLF 2/c #14 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed.....	2,101.03	1,096.97
28 05 13 23-0057 MLF 4/c #14 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed.....	2,682.83	1,136.24
28 05 13 23-0058 MLF 2/c #12 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed.....	2,600.30	1,254.04
28 05 13 23-0059 MLF 4/c #12 AWG, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed.....	3,460.69	1,299.01
28 05 13 23-0060 Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable (28 05 13 23-0001)		
28 05 13 23-0061 Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit (28 05 13 23-0060)		
28 05 13 23-0062 MLF 2/c #22 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	753.11	352.65
28 05 13 23-0063 MLF 2/c #18 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	897.55	430.93
28 05 13 23-0064 MLF 3/c #18 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit.....	1,143.39	438.72

MINOR CSI UOM DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
28 05 13 23-0065 MLF 4/c #18 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,063.73	446.52
28 05 13 23-0066 MLF 6/c #18 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,317.54	462.09
28 05 13 23-0067 MLF 2/c #16 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,099.57	489.83
28 05 13 23-0068 MLF 4/c #16 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,291.75	507.32
28 05 13 23-0069 MLF 2/c #14 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,339.39	548.36
28 05 13 23-0070 MLF 4/c #14 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,659.60	568.12
28 05 13 23-0071 MLF 2/c #12 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	1,667.96	627.02
28 05 13 23-0072 MLF 4/c #12 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit	2,146.44	649.38

28 05 13 23-0073 Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed (28 05 13 23-0060)

28 05 13 23-0074 MLF 2/c #22 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	1,340.86	705.56
28 05 13 23-0075 MLF 2/c #18 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	1,615.78	861.99
28 05 13 23-0076 MLF 3/c #18 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	1,874.28	877.20
28 05 13 23-0077 MLF 4/c #18 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	1,807.92	893.04
28 05 13 23-0078 MLF 6/c #18 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	2,087.70	924.07
28 05 13 23-0079 MLF 2/c #16 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	1,915.97	979.80
28 05 13 23-0080 MLF 4/c #16 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	2,137.27	1,014.63
28 05 13 23-0081 MLF 2/c #14 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	2,253.32	1,096.97
28 05 13 23-0082 MLF 4/c #14 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	2,606.47	1,136.24
28 05 13 23-0083 MLF 2/c #12 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	2,712.99	1,254.04
28 05 13 23-0084 MLF 4/c #12 AWG, Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed Exposed	3,228.85	1,299.01

28 05 26 Grounding And Bonding For Electronic Safety And Security (28 05)

See CSI section 26 05 26 00-0000 for grounding and bonding.

28 05 28 Pathways For Electronic Safety And Security (28 05)

28 05 28 29 Hangers And Supports For Electronic Safety And Security (28 05 28)

See CSI section 26 05 29 00-0000 for hangers and supports.

28 05 28 33 Conduits And Backboxes For Electronic Safety And Security (28 05 28)

See CSI section 26 05 33 13-0000 for conduits.

28 05 28 36 Cable Trays For Electronic Safety And Security (28 05 28)

See CSI section 26 05 36 00-0000 for cable trays.

28 05 28 39 Surface Raceways For Electronic Safety And Security (28 05 28)

See CSI section 26 05 33 23-0000 for surface raceways.

28 05 53 Identification For Electronic Safety And Security (28 05)

See CSI section 26 05 53 00-0000 for identification.

28 10 Electronic Access Control And Intrusion Detection (28)

Note: Includes testing of new devices and certification.

28 13 Access Control (28 10)

28 13 33 Access Control Interfaces (28 13)

28 13 33 16 Access Control Interfaces to Access Control Hardware (28 13 33)

28 13 33 16-0001 Stand Alone Access Controls (28 13 33 16)

28 13 33 16-0002 Push Button Controls, Stand Alone Access Controls (28 13 33 16-0001)

28 13 33 16-0003 Interior Mount, Push Button Controls, Stand Alone Access Controls (28 13 33 16-0002)

28 13 33 16-0004 EA Exit Push Button, Push Button Controls, Interior Stand Alone Access Controls	67.67	15.84
--	-------	-------

Note: Controls mount to a standard mullion.

28 13 33 16-0005 EA Exit Push Button, Push Button Controls, Interior Stand Alone Access Controls	70.67	15.84
--	-------	-------

Note: Controls mount into a single gang electrical box. Excludes electrical box.

28 13 33 16-0006 EA Three Button, Push Button Controls, Interior Stand Alone Access Controls For Gate Operators	87.92	15.84
---	-------	-------

Note: Controls mount into a single gang electrical box. Excludes electrical box.

28 13 33 16-0007 Exterior Mount, Push Button Controls, Stand Alone Access Controls (28 13 33 16-0002)

Note: Includes a lockable, gasketed 16 gauge steel enclosure. Excludes mounting posts.

28 13 33 16-0008 EA Handicap/Push To Open, Push Button Controls, Exterior Stand Alone Access Controls	83.67	15.84
---	-------	-------

Note: Controls mount into a single gang electrical box. Excludes electrical box.

28 13 33 16-0009 EA 42" High Aluminum Post With Handicap/Push To Open, Push Button Controls, Exterior Stand Alone Access Controls	394.00	47.50
---	--------	-------

Note: Includes post, mounting base and push button control. Excludes concrete foundation.

28 13 33 16-0010 EA Three Button, Exterior Stand Alone Access Controls For Gate Operators	132.92	15.84
---	--------	-------

Note: Includes open, close and stop controls.

28	Electronic Safety And Security
28 10	Electronic Access Control And Intrusion Detection
28 13	Access Control

MINOR CSI UOM DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
28 13 33 16-0011	Key Controls, Stand Alone Access Controls (28 13 33 16-0001)	
28 13 33 16-0012	Interior Mount, Key Controls, Stand Alone Access Controls (28 13 33 16-0011)	
28 13 33 16-0013 EA	Standard Mortise Key, Key Controls, Interior Stand Alone Access Controls.....93.55 Note: Controls mount into a single gang electrical box. Excludes electrical box.	15.84
28 13 33 16-0014	Exterior Mount, Key Controls, Stand Alone Access Controls (28 13 33 16-0011)	
28 13 33 16-0015 EA	Note: Includes a lockable NEMA rain resistant steel enclosure. Excludes mounting posts. Postal Or Fire Department Lock Box, Key Controls, Exterior Stand Alone Access Controls145.84 Note: Opens door or gate with a postal or fire department key.	31.67
28 13 33 16-0016 EA	Standard Mortise Key, Key Controls, Exterior Stand Alone Access Controls225.34	31.67
28 13 33 16-0017 EA	Ace Key, Key Controls, Exterior Stand Alone Access Controls225.34	31.67
28 13 33 16-0018 EA	Standard Mortise Key And Push Button Intercom, Key Controls, Exterior Stand Alone Access Controls.....339.34	31.67
28 13 33 16-0019	Keypad Controls, Stand Alone Access Controls (28 13 33 16-0001)	
28 13 33 16-0020	Interior Mount, Keypad Controls, Stand Alone Access Controls (28 13 33 16-0019)	
28 13 33 16-0021 EA	One Code Memory, Keypad Control, Interior Stand Alone Access Controls.....129.17 Note: Stores one 4-digit entry code and one 4-digit hold code. Controls mount into a single gang electrical box. Excludes electrical box.	15.84
28 13 33 16-0022	Exterior Mount, Keypad Controls, Stand Alone Access Controls (28 13 33 16-0019)	
28 13 33 16-0023	Keypad Controls, Exterior Stand Alone Access Controls (28 13 33 16-0022)	
28 13 33 16-0024 EA	1000 Code Memory, Keypad Control, Exterior Stand Alone Access Controls539.17 Note: Includes lighted keypad. Stores one thousand 4-digit entry codes and six 5-digit entry codes.	63.34
	For Flush Mount, Add	92.81
28 13 33 16-0025	Keypad Controls With Push Button Intercom, Exterior Stand Alone Access Controls (28 13 33 16-0022)	
28 13 33 16-0026 EA	Note: Includes intercom sub-station. Excludes additional receiving intercoms. 1000 Code Memory, Keypad Controls With Push Button Intercom, Exterior Stand Alone Access Controls.....652.51 Note: Includes lighted keypad. Stores one thousand 4-digit entry codes and six 5-digit entry codes.	71.25
	For Flush Mount, Add	114.75
28 13 33 16-0027	RF Controls, Stand Alone Access Controls (28 13 33 16-0001)	
28 13 33 16-0028	Exterior Mount, RF Controls, Stand Alone Access Controls (28 13 33 16-0027)	
28 13 33 16-0029	RF Receivers, RF Controls, Exterior Stand Alone Access Controls (28 13 33 16-0028)	
28 13 33 16-0030 EA	Note: Includes a lockable NEMA rain resistant steel enclosure. Excludes mounting posts and transmitters. Note: Includes a lockable NEMA rain resistant steel enclosure. Excludes mounting posts and transmitters. 50 Code Memory, RF Receiver, RF Controls, Exterior Stand Alone Access Controls329.17	63.34
28 13 33 16-0031 EA	100 Code Memory, RF Receiver, RF Controls, Exterior Stand Alone Access Controls369.67	63.34
28 13 33 16-0032 EA	250 Code Memory, RF Receiver, RF Controls, Exterior Stand Alone Access Controls408.67	63.34
28 13 33 16-0033 EA	500 Code Memory, RF Receiver, RF Controls, Exterior Stand Alone Access Controls450.67	63.34
28 13 33 16-0034 EA	1000 Code Memory, RF Receiver, RF Controls, Exterior Stand Alone Access Controls489.67	63.34
28 13 33 16-0035 EA	5000 Code Memory, RF Receiver, RF Controls, Exterior Stand Alone Access Controls531.67	63.34
28 13 33 16-0036 EA	16000 Code Memory, RF Receiver, RF Controls, Exterior Stand Alone Access Controls570.67	63.34
28 13 33 16-0037	RF Transmitters, RF Controls, Exterior Stand Alone Access Controls (28 13 33 16-0028)	
28 13 33 16-0038 EA	1 Button, RF Transmitter, RF Controls, Exterior Stand Alone Access Controls25.50 For >40 To 110, Deduct -1.28 For >110, Deduct -2.55 For Built In Proximity Tags, Add 5.10	
28 13 33 16-0039 EA	2 Button, RF Transmitter, RF Controls, Exterior Stand Alone Access Controls27.00 For >40 To 110, Deduct -1.35 For >110, Deduct -2.70 For Built In Proximity Tags, Add 5.40	
28 13 33 16-0040 EA	3 Button, RF Transmitter, RF Controls, Exterior Stand Alone Access Controls28.50 For >40 To 110, Deduct -1.43 For >110, Deduct -2.85 For Built In Proximity Tags, Add 5.70	
28 13 33 16-0041	Accessories For RF Receivers, Exterior Stand Alone Access Controls (28 13 33 16-0028)	
28 13 33 16-0042 EA	Coax Antenna Kit For RF Receivers, Exterior Stand Alone Access Controls131.00 Note: Includes 15' of coax cable.	47.50
28 13 33 16-0043 EA	Antenna Amplifier For RF Receivers, Exterior Stand Alone Access Controls245.00 Note: Includes 20' of coax cable.	47.50
28 13 33 16-0044 EA	Yagi High-Gain Antenna Kit For RF Receivers, Exterior Stand Alone Access Controls224.00 Note: Includes 15' of coax cable.	47.50

MINOR CSI	UOM	DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
28 13 33 16-0045		Proximity Card Controls, Stand Alone Access Controls (28 13 33 16-0001)		
28 13 33 16-0046		Exterior Mount, Proximity Card Controls, Stand Alone Access Controls (28 13 33 16-0045) Note: Includes a lockable NEMA rain resistant steel enclosure. Excludes mounting posts.		
28 13 33 16-0047		DKS Proximity Card Controls, Exterior Stand Alone Access Controls (28 13 33 16-0046)		
28 13 33 16-0048		DKS Proximity Card Readers, Exterior Stand Alone Access Controls (28 13 33 16-0047)		
28 13 33 16-0049	EA	DKS Proximity Card Reader, Exterior Stand Alone Access Controls.....	614.17	63.34
28 13 33 16-0050		AWID Proximity Card Controls, Exterior Stand Alone Access Controls (28 13 33 16-0046)		
28 13 33 16-0051		AWID Proximity Card Readers, Exterior Stand Alone Access Controls (28 13 33 16-0050)		
28 13 33 16-0052	EA	AWID Proximity Card Reader, Exterior Stand Alone Access Controls.....	666.67	63.34
28 13 33 16-0053		HID Proximity Card Controls, Exterior Stand Alone Access Controls (28 13 33 16-0046)		
28 13 33 16-0054		HID Proximity Card Readers, Exterior Stand Alone Access Controls (28 13 33 16-0053)		
28 13 33 16-0055	EA	HID Proximity Card Reader, Exterior Stand Alone Access Controls.....	786.67	63.34
28 13 33 16-0056		Magnetic Stripe Card Controls, Stand Alone Access Controls (28 13 33 16-0001)		
28 13 33 16-0057		Interior Mount, Magnetic Stripe Card Controls, Stand Alone Access Controls (28 13 33 16-0056)		
28 13 33 16-0058	EA	Magnetic Stripe Reader, Interior Stand Alone Access Controls.....	374.17	63.34
28 13 33 16-0059		Exterior Mount, Magnetic Stripe Card Controls, Stand Alone Access Controls (28 13 33 16-0056) Note: Includes a lockable NEMA rain resistant steel enclosure. Excludes mounting posts.		
28 13 33 16-0060	EA	Magnetic Stripe Reader, Exterior Stand Alone Access Controls.....	458.87	63.34
28 13 33 16-0061		Other Stand Alone Access Controls (28 13 33 16-0001)		
28 13 33 16-0062	EA	Toggle Switch, Interior Access Controls For Gate Operators Note: Controls mount into a single gang electrical box. Excludes electrical box.	65.42	15.84
28 13 33 16-0063		Wiegand Output Access Controls (28 13 33 16) Note: Excludes controllers.		
28 13 33 16-0064		Proximity Card Controls, Wiegand Output Access Controls (28 13 33 16-0063)		
28 13 33 16-0065		DKS, Proximity Card Controls, Wiegand Output Access Controls (28 13 33 16-0064)		
28 13 33 16-0066		DKS, Proximity Cards (28 13 33 16-0065)		
28 13 33 16-0067	EA	Clamshell Type, DKS Proximity Card (DKS 170).....	3.99	
28 13 33 16-0068	EA	ISO Compliant Graphics Card, DKS Proximity Card (DKS 80).....	6.58	
28 13 33 16-0069	EA	DKS Proximity Key Fob (DKS 50).....	6.93	
28 13 33 16-0070	EA	Active Tag, DKS Proximity Tag (DKS 150)..... Note: Battery powered tag to boost signal.	39.20	
28 13 33 16-0071	EA	Active Tag, DKS Proximity Tag (DKS 200)..... Note: Battery powered tag to boost signal.	51.10	
28 13 33 16-0072		DKS, Proximity Card Readers, Wiegand Output Access Controls (28 13 33 16-0065)		
28 13 33 16-0073	EA	Up To 2" Read Range, 12 Volt DC, DKS Proximity Card Reader, Wiegand Output Access Controls (DKS Small).....	238.14	79.17
28 13 33 16-0074	EA	Up To 3" Read Range, 12 Volt DC, DKS Proximity Card Reader, Wiegand Output Access Controls (DKS Mullion).....	238.14	79.17
28 13 33 16-0075	EA	Up To 4" Read Range, 12 Volt DC, DKS Proximity Card Reader, Wiegand Output Access Controls (DKS Single Gang).....	238.14	79.17
28 13 33 16-0076	EA	Up To 30" Read Range, 12 Volt DC, DKS Proximity Card Reader, Wiegand Output Access Controls (DKS)..... Note: Includes mounting bracket and 12 VDC regulated power supply.	611.94	79.17
28 13 33 16-0077		AWID, Proximity Card Controls, Wiegand Output Access Controls (28 13 33 16-0064)		
28 13 33 16-0078		AWID, Proximity Cards (28 13 33 16-0077)		
28 13 33 16-0079	EA	Clamshell Type, AWID Proximity Card (AWID Prox-Linc CS).....	3.36	
28 13 33 16-0080	EA	ISO Compliant Graphics Card, AWID Proximity Card (AWID Prox-Linc GR).....	5.25	
28 13 33 16-0081	EA	AWID Proximity Key Fob (AWID Prox-Linc KT).....	5.60	
28 13 33 16-0082	EA	Windshield Tag For LR 2000 Readers, AWID Proximity Tag.....	19.60	
28 13 33 16-0083	EA	Metal Mount Tag For LR 2000 Readers, AWID Proximity Tag.....	19.60	
28 13 33 16-0084		AWID, Proximity Card Readers, Wiegand Output Access Controls (28 13 33 16-0077)		

28	Electronic Safety And Security
28 10	Electronic Access Control And Intrusion Detection
28 13	Access Control

MINOR CSI UOM DESCRIPTION			TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
28 13 33 16-0085	EA	Up To 4" Read Range, 5-12 Volt DC, AWID Proximity Card Reader, Wiegand Output Access Controls (AWID SR 2400) Note: For mullion mounting.	284.34	79.17
28 13 33 16-0086	EA	Up To 8" Read Range, 5-12 Volt DC, AWID Proximity Card Reader, Wiegand Output Access Controls (AWID MM 6800) Note: For mullion mounting.	385.14	79.17
28 13 33 16-0087	EA	Up To 8" Read Range, 5-12 Volt DC, AWID Proximity Card Reader, Wiegand Output Access Controls (AWID MM 6820) Note: For single gang electrical box mounting.	385.14	79.17
28 13 33 16-0088	EA	Up To 24" Read Range, 5-12 Volt DC, AWID Proximity Card Reader, Wiegand Output Access Controls (AWID MR 1824)..... Note: Includes 12 VDC regulated power supply.	613.34	79.17
28 13 33 16-0089	EA	Up To 11' Read Range, 12 Volt DC, AWID Proximity Card Reader, Wiegand Output Access Controls (AWID LR 2000) Note: Includes mounting bracket and 12 VDC regulated power supply.	3,351.74	79.17
28 13 33 16-0090		HID, Proximity Card Controls, Wiegand Output Access Controls (28 13 33 16-0064)		
28 13 33 16-0091		HID, Proximity Cards (28 13 33 16-0090)		
28 13 33 16-0092	EA	Clamshell Type, HID Proximity Card (HID ProxCard II)	8.81	
28 13 33 16-0093	EA	ISO Compliant Graphics Card, HID Proximity Card (HID ISOProx II)	11.33	
28 13 33 16-0094	EA	HID Proximity Key Fob (HID ProxKey II)	11.61	
28 13 33 16-0095		HID, Proximity Card Readers, Wiegand Output Access Controls (28 13 33 16-0090)		
28 13 33 16-0096	EA	Up To 3" Read Range, 5-16 Volt DC, HID Proximity Card Reader, Wiegand Output Access Controls (HID ProxPoint Plus) Note: For mullion mounting. (HID P/N 6005).	281.08	79.17
28 13 33 16-0097	EA	Up To 5" Read Range, 5-16 Volt DC, HID Proximity Card Reader, Wiegand Output Access Controls (HID ThinLine II) Note: For single gang electrical box mounting. (HID P/N 5395).	330.68	79.17
28 13 33 16-0098	EA	Up To 5" Read Range, 5-16 Volt DC, HID Proximity Card Reader, Wiegand Output Access Controls (HID MiniProx) Note: For mullion mounting. (HID P/N 5365).	367.87	79.17
28 13 33 16-0099	EA	EntryProx Single-Door Proximity Access Control Note: (HID P/N 4045) Stores up to 2,000 users and 1,000 time-stamped transactions 12 position keypad for Pin entry or programming optional use with card/key fob, code only or card plus pin code Wiegand output mode. Continental Instrument CICR2358P.	468.30	79.17
28 13 33 16-0100		Contactless Smart Card Controls, Wiegand Output Access Controls (28 13 33 16-0063)		
28 13 33 16-0101		HID, Contactless Smart Cards (28 13 33 16-0100)		
28 13 33 16-0102	EA	2K Bits, Clamshell Type, HID iClass, Contactless Smart Card	6.16	
28 13 33 16-0103	EA	16K Bits, ISO Compliant Graphics Card, HID iClass, Contactless Smart Card	6.72	
28 13 33 16-0104	EA	16K Bits, Contactless Smartcard Key Fob, HID iClass, Contactless Smart Card	8.80	
28 13 33 16-0105	EA	16K Bits, Contactless Smartcard Tag, HID iClass, Contactless Smart Card Note: Battery powered tag to boost signal.	4.76	
28 13 33 16-0106		HID, Contactless Smart Card Readers, Wiegand Output Access Controls (28 13 33 16-0100)		
28 13 33 16-0107	EA	Up To 3-1/4" Read Range, 5-16 Volt DC, HID iClass Contactless Smart Card Reader, Wiegand Output Access Controls (HID R10) Note: For mullion mounting.	269.44	79.17
28 13 33 16-0108	EA	Up To 4-1/4" Read Range, 5-12 Volt DC, HID iClass Contactless Smart Card Reader, Wiegand Output Access Controls (HID R40) Note: For mullion mounting.	361.84	79.17
28 13 33 16-0109	EA	Up To 4-1/4" Read Range, 5-12 Volt DC, HID iClass Contactless Smart Card Reader With Keypad, Wiegand Output Access Controls (HID RK40) Note: For mullion mounting.	569.74	79.17
28 13 33 16-0110		HID, Contactless Smart Card Programmer, Wiegand Output Access Controls (28 13 33 16-0100)		
28 13 33 16-0111	EA	HID iClass Contactless Smart Card Programmer, Wiegand Output Access Controls (HID CP400) Note: For mullion mounting.	1,739.04	79.17
28 13 33 16-0112		Call Station Controls, Wiegand Output Access Controls (28 13 33 16-0063) Note: Includes intercom sub-station. Excludes additional receiving intercoms.		
28 13 33 16-0113	EA	Call Station With Entry Keypad, Exterior Wiegand Output Access Controls Note: For mullion mounting.	698.34	79.17
28 13 33 16-0114	EA	Call Station With Proximity Card Reader, Exterior Wiegand Output Access Controls Note: For mullion mounting.	585.84	79.17
28 13 33 16-0115		Biometrics Readers, Wiegand Output Access Controls (28 13 33 16-0063)		
28 13 33 16-0116	EA	Palm Reader Recognition System, Biometrics Readers, Wiegand Output Access Controls	3,052.62	63.34
28 13 33 16-0117	EA	CCD Camera, Face Image, Biometrics Readers, Wiegand Output Access Controls	3,724.97	63.34
28 13 33 16-0118	EA	Video Grabber Card For DFR Reader, Biometrics Readers, Wiegand Output Access Controls	1,478.15	63.34
28 13 33 16-0119	EA	Fingerprint Reader, Biometrics Readers, Wiegand Output Access Controls (Bioscrypt V-Pass)	891.17	63.34

MINOR CSI	UOM	DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
28 13 33 16-0120	EA	Fingerprint Reader With HID Card Reader, Biometrics Readers, Wiegand Output Access Controls (Bioscrypt V-Prox)	990.17	63.34
28 13 33 16-0121	EA	Fingerprint Reader With Contactless Smart Card Reader, Biometrics Readers, Wiegand Output Access Controls (Bioscrypt V-Smart)	891.17	63.34
28 13 33 16-0122		Exterior Mounting Posts For Gate Operator Access Controls (28 13 33 16) Note: Includes mounting plate for access controls, baked on enamel finish and mounting bolt covers. Excludes concrete pads and electrical connections.		
28 13 33 16-0123		2" x 2" Steel, Exterior Mounting Posts For Gate Operator Access Controls (28 13 33 16-0122)		
28 13 33 16-0124	EA	44" Tall, Gooseneck Style, Single Mount, 2" x 2" Steel, Exterior Mounting Post For Gate Operator Access Controls	194.18	16.83
		Note: Includes a 5" x 5" base plate.		
28 13 33 16-0125	EA	73" Tall, Gooseneck Style, Dual Mount, 2" x 2" Steel, Exterior Mounting Post For Gate Operator Access Controls	371.18	16.83
		Note: Includes an 8" x 8" base plate.		
28 13 33 16-0126	EA	Anchor Post For 2" x 2" Steel, Exterior Mounting Post For Gate Operator Access Controls	176.18	16.83
		Note: Includes a 24" in-ground post with matching base plate, conduit access and mounting hardware.		
28 13 33 16-0127		4" x 4" Steel, Exterior Mounting Posts For Gate Operator Access Controls (28 13 33 16-0122)		
28 13 33 16-0128	EA	59" Tall, Straight Style, Single Mount, 4" x 4" Steel, Exterior Mounting Post For Vehicular Gate Operator Access Controls	342.68	16.83
		Note: Includes an 8" x 8" base plate.		
28 13 33 16-0129	EA	49" Tall, Offset Style, Single Mount, 4" x 4" Steel, Exterior Mounting Post For Vehicular Gate Operator Access Controls	408.68	16.83
		Note: Includes an 8" x 8" base plate and a 14" offset from back of post.		
28 13 33 16-0130	EA	Anchor Post For 4" x 4" Steel, Exterior Mounting Post For Vehicular Gate Operator Access Controls	251.18	16.83
		Note: Includes a 24" in-ground post with matching base plate, conduit access and mounting hardware.		
28 13 33 16-0131		4" x 8" Steel, Exterior Mounting Posts For Gate Operator Access Controls (28 13 33 16-0122)		
28 13 33 16-0132	EA	59" Tall, Straight Style, Single Mount, 4" x 8" Steel, Exterior Mounting Post For Gate Operator Access Controls	1,106.18	16.83
		Note: Includes a 11" x 13" base plate.		
28 13 33 16-0133	EA	50" Tall, Offset Style, Single Mount, 4" x 8" Steel, Exterior Mounting Post For Gate Operator Access Controls	1,158.68	16.83
		Note: Includes a 10" x 14" base plate and a 14" offset from back of post.		
28 13 33 16-0134	EA	Anchor Post For 4" x 8" Steel, Exterior Mounting Post For Gate Operator Access Controls	476.18	16.83
		Note: Includes a 24" in-ground post with matching base plate, conduit access and mounting hardware.		
28 13 33 16-0135	EA	48" Light Tower For 4" x 8" Steel, Exterior Mounting Post For Gate Operator Access Controls	761.18	16.83
28 13 33 16-0136		Access Control Accessories (28 13 33 16)		
28 13 33 16-0137	EA	Modem: Multitech, Mt2834L	1,256.88	
28 13 33 16-0138	EA	6 Volt DC, 12 Volt DC, Or 24 Volt DC, @ 4 Amps, Power Supply/Charger (Altronix SMP-5)	326.43	
28 13 33 16-0139	EA	12 Volt, 7 Amp, Battery	42.86	
28 13 33 16-0140	EA	12 Volt, 18 Amp, Battery	95.53	
28 13 33 16-0141	EA	Door Personality Module (Sensormatic RM-4)	355.46	15.84
28 13 33 16-0142	EA	Mini-Alert Door Ajar Sounder (System Sensor PA400)	144.84	31.67
28 13 33 16-0143	EA	Recessed Contact For Steel Doors, Door Monitor Switch (Sentrol 1078C)	49.12	19.00
28 13 33 16-0144	EA	Access Control Systems Power Supply (Altronix AL400ULACMCB)	390.95	12.67
28 13 33 16-0145	EA	Surge Suppressor (Tripp-Lite IBAR4)	59.02	3.18
28 13 33 16-0146	EA	Door Strike Relay (Altronix RBSN-TTL)	41.59	12.67
28 13 33 16-0147		Access Controllers (28 13 33 16)		
28 13 33 16-0148		Microterm Controller (28 13 33 16-0147)		
28 13 33 16-0149	EA	Microterm Stand Alone One Or Two Door Processing Panel (Continental Instruments CICIP1100)	920.64	79.17
		Note: Up to 1,000 card capacity. Includes 2 alarm inputs, tamper alarm, and 3 relay outputs.		
28 13 33 16-0150	EA	Microterm PC Board (Continental Instruments CICIP1100PCB)	665.93	47.50
28 13 33 16-0151	EA	Battery Standby For Microterm (Continental Instruments CICIP1100BAT-2)	317.27	
		Note: Input 120VAC, output 12VDC to temporarily power the Microterm only.		
28 13 33 16-0152		Miniterm Controller (28 13 33 16-0147)		
28 13 33 16-0153	EA	Miniterm Two Reader Processing Panel (Continental Instrument CICIP1200)	1,443.99	79.17
		Note: Up to 3,000 card capacity. Includes 8 EOL Class A supervised alarm inputs, temper alarm, and 5 relay outputs. Complete in a lockable steel enclosure with battery standby for memory and system operation.		
28 13 33 16-0154	EA	Miniterm PC Board (Continental Instrument CICIP1200PCB)	1,093.69	47.50
28 13 33 16-0155		Super-2 Controller (28 13 33 16-0147)		
28 13 33 16-0156	EA	Super-Two - Two Reader Processing Panel (Continental Instruments CICIP1300)	1,067.72	79.17
		Note: For use with CA3000 V2.0.25 and above. Up to a 125,000 card capacity, 8 EOL supervised alarm inputs, tamper, 5 relay outputs. Support for on-board LAN adapter, 57,600 baud rate, 6 access groups per card-holder and compressed data mode. Complete in a lockable steel enclosure with battery standby for memory and system operation.		
28 13 33 16-0157	EA	Super-Two - PC Board (Continental Instruments CICIP1300BD)	734.08	47.50
28 13 33 16-0158	EA	Network Interface Board For Super-2 (Continental Instruments CICIP1300NETBD)	201.34	47.50
		Note: Optional on-board adapter allows for communication over TCP/IP.		

28	Electronic Safety And Security
28 10	Electronic Access Control And Intrusion Detection
28 13	Access Control

MINOR CSI UOM DESCRIPTION				TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
28 13 33 16-0159			Smarterm Controller (28 13 33 16-0147)		
28 13 33 16-0160	EA		Smarterm Four Reader Processing Panel (Continental Instrument CICIP1400) Note: Card capacity up to 2,500. Includes 16 alarm inputs, tamper alarm, and 9 relay outputs. Complete in a lockable steel enclosure with battery standby for memory and system operation.	3,036.99	95.00
28 13 33 16-0161	EA		Smarterm PC Board (Continental Instrument CICIP1400PCB)	2,340.54	47.50
28 13 33 16-0162	EA		Smarterm Memory Board - 256K (Continental Instrument CICIP1400MB256-1)..... Note: Up to 10,000 cardholders.	909.15	47.50
28 13 33 16-0163	EA		Smarterm Memory Board - 2MB (Continental Instrument CICIP1400MB2-1)..... Note: Up to 50,000 cardholders.	1,293.62	47.50
28 13 33 16-0164	EA		Smarterm Relay Expander Board (Continental Instrument CICIP1400RB) Note: 16 Output relays, 8 alarm inputs.	1,005.52	47.50
28 13 33 16-0165	EA		Smarterm Alarm Expander Board (Continental Instrument CICIP1400RB) Note: (Supervised) 16 alarm inputs.	1,005.52	47.50
28 13 33 16-0166			Superterm-4 Controller (28 13 33 16-0147)		
28 13 33 16-0167	EA		Superterm-4 - Four Reader Processing Panel (Continental Instrument CICIP1400UL) Note: 20,000 card capacity, 12 supervised alarm inputs, tamper alarm, and 9 relay outputs. Complete in a painted steel enclosure with 7 AH battery standby for system operation.	2,802.37	95.00
28 13 33 16-0168	EA		Superterm-4 PC Board (Continental Instrument CICIP1400ULPCB).....	2,301.10	47.50
28 13 33 16-0169			Superterm-8 Controller (28 13 33 16-0147)		
28 13 33 16-0170	EA		Superterm-8 - Eight Reader Processing Panel (Continental Instrument CICIP1800) Note: Up to 20,000 card capacity, 24 supervised alarm inputs, tamper alarm, and 17 relay outputs. Complete in a steel enclosure including 7 AH battery standby for memory and system operation.	3,727.54	158.34
28 13 33 16-0171	EA		Superterm-8 - Eight Reader Processing Panel, Expanded Power (Continental Instrument CICIP1800EXP) Note: With expanded power supply. (required if more than 1 relay expander board is used.) Up to 20,000 card capacity, 24 supervised alarm inputs, tamper alarm, and 17 relay outputs. Complete in a steel enclosure including 7 AH battery standby for memory and system operation.	4,047.94	158.34
28 13 33 16-0172	EA		Superterm-8 PC Board (Continental Instrument CICIP1800PCB)	3,099.60	47.50
28 13 33 16-0173			Turbo Superterm-4 Controller (28 13 33 16-0147)		
28 13 33 16-0174	EA		Turbo Superterm-4 - Four Reader Processing Panel (Continental Instrument CICIP1400ULT) Note: 20,000 Card capacity, 12 supervised alarm inputs, tamper alarm, and 9 relay outputs. Complete in a painted steel enclosure with 7 AH battery standby for system operation.	2,802.37	95.00
28 13 33 16-0175	EA		Turbo Superterm-4 PC Board (Continental Instrument CICIP1400ULTPCB)	2,301.10	47.50
28 13 33 16-0176			Turbo Superterm-8 Controller (28 13 33 16-0147)		
28 13 33 16-0177	EA		Turbo Superterm-8 - Eight Reader Processing Panel (Continental Instrument CICIP1800T)..... Note: For use with CA3000 V2.0.25 and above. Up to 40,000 card capacity, 24 supervised alarm inputs, tamper alarm, and 17 relay outputs. Complete in a steel enclosure including a 7 AH battery standby for memory and system operation.	3,727.54	158.34
28 13 33 16-0178	EA		Turbo Superterm-8 -Eight Reader Processing Panel, Expanded Power (Continental Instrument CICIP1800TEXP) Note: Required if more than one relay expander board is used. Up to 40,000 card capacity, 24 supervised alarm inputs, tamper alarm, and 17 relay outputs. Complete in a steel enclosure including a 7 AH battery standby for memory and system operation.	4,047.94	158.34
28 13 33 16-0179	EA		Turbo Superterm-8 PC Board (Continental Instrument CICIP1800TPCB).....	3,099.60	47.50
28 13 33 16-0180	EA		Superterm Memory Board - 2MB (Continental Instrument CICIP1800MB2) Note: Up to 140,000 cardholders.	1,293.62	47.50
28 13 33 16-0181	EA		Turbo/Superterm-8 Memory Board - 2MB (Continental Instrument CICIP1800MB2X2) Note: Up to 140,000 cardholders.	1,088.56	47.50
28 13 33 16-0182	EA		Turbo Superterm-8 Relay Expander Board (Continental Instrument CICIP1800RB) Note: 16 Output relays, 8 alarm inputs.	1,006.56	47.50
28 13 33 16-0183	EA		Turbo Superterm-8 Alarm Expander Board (Continental Instrument CICIP1800RB)..... Note: (Supervised) 16 Alarm inputs.	1,006.56	47.50
28 13 33 16-0184	EA		Expanded Power Supply For Superterm Or Turbo Superterm (Continental Instrument CICPEXPWS)	410.97	
28 13 33 16-0185			Access Control Bundled System (28 13 33 16)		
28 13 33 16-0186	EA		CA 3000 Bundled System, Supports 25 Users (Continental Instrument CA3B250P4O3V0R0) Note: System includes PC, monitor, keyboard, mouse, OS, Card Access 3000 file server software, MS SQL 2000, 1 SQL host license, and security key.	20,342.55	
28 13 33 16-0187			Magnetic Locks (28 13 33 16) Note: Excludes access controls.		
28 13 33 16-0188			Magnetic Door Locks (28 13 33 16-0187)		
28 13 33 16-0189			300 LB Magnetic Door Locks (28 13 33 16-0188)		
28 13 33 16-0190	EA		Single Door, Surface Mount, 300 LB Magnetic Door Lock.....	305.17	63.34
28 13 33 16-0191			600 LB Magnetic Door Locks (28 13 33 16-0188)		
28 13 33 16-0192	EA		Single Door, Surface Mount, 600 LB Magnetic Door Lock..... For LED Status Indicator And Signal Relay, Add For LED Status Indicator, Signal Relay And Built-In Delay Timer, Add For Mortise Mount, Deduct	428.92 37.78 75.56 -60.45	63.34

MINOR CSI	UOM	DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
28 13 33 16-0193	EA	Dual Doors, Surface Mount, 600 LB Magnetic Door Lock <i>For LED Status Indicator And Signal Relay, Add</i> <i>For LED Status Indicator, Signal Relay And Built-In Delay Timer, Add</i>	632.17 63.19 126.38	63.34
28 13 33 16-0194 1,200 LB Magnetic Door Locks (28 13 33 16-0188)				
28 13 33 16-0195	EA	Single Door, Surface Mount, 1,200 LB Magnetic Door Lock..... <i>For LED Status Indicator And Signal Relay, Add</i> <i>For LED Status Indicator, Signal Relay And Built-In Delay Timer, Add</i>	447.67 73.83 96.30	63.34
28 13 33 16-0196	EA	Dual Doors, Surface Mount, 1,200 LB Magnetic Door Lock <i>For LED Status Indicator And Signal Relay, Add</i> <i>For LED Status Indicator, Signal Relay And Built-In Delay Timer, Add</i>	672.67 125.58 163.80	63.34
28 13 33 16-0197 2,000 LB Shear Lock, Magnetic And Mechanical Locks (28 13 33 16-0188)				
Note: Includes LED status indicator and built-in signal relay.				
28 13 33 16-0198	EA	Single Door, Mortise Mount, 2,000 LB Shear Lock, Magnetic And Mechanical Door Lock.....	467.92	63.34
28 13 33 16-0199 Magnetic Gate Locks (28 13 33 16-0187)				
28 13 33 16-0200 600 LB Magnetic Gate Locks (28 13 33 16-0199)				
28 13 33 16-0201	EA	600 LB Magnetic Gate Lock.....	354.67	63.34
28 13 33 16-0202 1,200 LB Magnetic Gate Locks (28 13 33 16-0199)				
28 13 33 16-0203	EA	1,200 LB Magnetic Gate Lock..... <i>For LED Status Indicator And Signal Relay, Add</i> <i>For LED Status Indicator, Signal Relay And Built-In Delay Timer, Add</i> <i>For Mortise Mount, Deduct</i>	422.92 37.03 74.06 -59.25	63.34
28 13 33 16-0204 Magnetic Lock Power Supply And Chargers (28 13 33 16-0187)				
Note: Includes lockable metal enclosure, batteries, battery charger and electronically regulated outputs.				
28 13 33 16-0205	EA	12/24 Volt DC At 1 Amp, Magnetic Lock Backup Power Supply And Charger.....	267.35	63.34
28 13 33 16-0206	EA	12/24 Volt DC At 2-1/2 Amp, Magnetic Lock Backup Power Supply And Charger	335.35	63.34
28 13 33 16-0207	EA	12 Volt DC At 4 Amp And 24 Volt DC At 3 Amp, Magnetic Lock Backup Power Supply And Charger	375.35	63.34
28 13 33 16-0208	EA	12/24 Volt DC At 6 Amp, Magnetic Lock Backup Power Supply And Charger.....	467.35	63.34
28 13 33 16-0209 Master Door Buzzer Stations (28 13 33 16)				
28 13 33 16-0210 Master Stations (28 13 33 16-0209)				
28 13 33 16-0211	EA	Master Stations, 5 Station Intercommunication Equipment	593.84	98.80
28 13 33 16-0212	EA	Master Stations, 10 Station Intercommunication Equipment	892.83	191.27
28 13 33 16-0213	EA	Master Station, Desk Style Remote Intercommunication Equipment.....	255.31	49.40
28 13 33 16-0214	EA	Master Station, Flush Wall Remote Intercommunication Equipment	326.98	82.34
28 13 33 16-0215	EA	Sound System Outlet, Protector	84.08	32.23
28 13 33 16-0216	EA	Sound System Microphone Outlet	147.19	65.99
28 13 33 16-0217	EA	Sound System Speaker Ceiling Or Wall	112.39	32.23
28 13 33 16-0218	EA	Sound System Monitor Panel	328.00	65.99
28 13 33 16-0219	EA	Sound System Volume Control.....	97.14	32.23
28 13 33 16-0220	EA	Sound System Amplifier 250 W	1,516.95	263.92
28 13 33 16-0221	EA	Sound System Cabinet	887.22	263.92
28 13 33 16-0222 Master Door Stations (28 13 33 16-0209)				
28 13 33 16-0223	EA	Master Door Stations, Button Buzzer Type, 25 Station..... <i>For Intercom Type Master Door Station, Add</i>	1,310.66 108.76	
28 13 33 16-0224	EA	Master Door Stations, Button Buzzer Type, 50 Station..... <i>For Intercom Type Master Door Station, Add</i>	2,170.68 176.19	
28 13 33 16-0225	EA	Master Door Stations, Button Buzzer Type, 75 Station..... <i>For Intercom Type Master Door Station, Add</i>	2,978.92 228.39	
28 13 33 16-0226	EA	Master Door Stations, Button Buzzer Type, 100 Station..... <i>For Intercom Type Master Door Station, Add</i>	3,405.12 267.54	
28 13 33 16-0227	EA	Master Door Stations, Button Buzzer Type, 150 Station..... <i>For Intercom Type Master Door Station, Add</i>	4,132.57 391.53	
28 13 33 16-0228	EA	Master Door Stations, Button Buzzer Type, 200 Station..... <i>For Intercom Type Master Door Station, Add</i>	4,848.89 504.64	
28 13 33 16-0229	EA	Master Door Stations, Button Buzzer Type, 250 Station..... <i>For Intercom Type Master Door Station, Add</i>	6,104.15 652.55	
28 13 33 16-0230	EA	Master Door Stations, Button Buzzer Type, 300 Station..... <i>For Intercom Type Master Door Station, Add</i>	7,292.31 748.25	
28 13 33 16-0231	EA	Transformer	91.62	
28 13 33 16-0232	EA	Door Opener	135.59	
28 13 33 16-0233	EA	Buzzer With Door Release And Plate	167.27	
28 13 33 16-0234	EA	Amplifier For Intercom Type Unit	274.07	
28 13 33 16-0235	EA	Speaker With Door Release	115.18	

28 13 53 Security Access Detection (28 13)

28 13 53 13 Security Access Metal Detectors (28 13 53)

28

28	Electronic Safety And Security
28 10	Electronic Access Control And Intrusion Detection
28 13	Access Control

MINOR CSI UOM DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
28 13 53 13-0001 Metal Detectors (28 13 53 13)		
28 13 53 13-0002 EA Hand-Held Metal Detector	203.33	15.84
28 13 53 13-0003 EA Walk-Through Metal Detector, Complete Unit	4,839.62	253.34
28 20 Electronic Surveillance (28)		
Note: Includes testing of new devices and certification.		
28 23 Video Surveillance (28 20)		
28 23 00 00-0001 Closed Circuit Television And Surveillance Systems (28 23)		
Note: Includes programming of equipment, testing of new devices and certification.		
28 23 00 00-0002 Cameras And Accessories (28 23 00 00-0001)		
28 23 00 00-0003 Cameras (28 23 00 00-0002)		
28 23 00 00-0004 General Use Video Camera (28 23 00 00-0003)		
28 23 00 00-0005 EA Video Dome Spectra III, CIR/BW 23x Heavy Duty, Pendant	3,953.57	124.60
Note: Environmental clear bubble.		
28 23 00 00-0006 EA Ipek Enclosed Dust Tight Color Camera, Standard Resolution Lens.....	657.16	62.38
Note: 3.5-8mm AI shields, wall mount.		
28 23 00 00-0007 EA Esprit Image Pak PTZ Camera	3,096.70	124.76
28 23 00 00-0008 EA UF-LED 30 Degree, 850mm (252 LEDs) Includes Power Supply, 120 Volt AC.....	1,304.70	62.38
28 23 00 00-0009 Camera Power Supply (28 23 00 00-0003)		
28 23 00 00-0010 EA 100 VA Outdoor Power Supply	226.61	31.19
28 23 00 00-0011 EA Surge Protector, Isolated Coax Protector For CCTV	102.21	15.40
28 23 00 00-0012 EA Altronics Power Supply With 8 Fused Outputs	479.84	62.38
28 23 00 00-0013 Miscellaneous Accessories (28 23 00 00-0002)		
28 23 00 00-0014 EA 8 Channel DVR NTSC/PAL 250 GB With CD-RW	7,153.69	111.37
28 23 00 00-0015 EA High Resolution Ethernet Video Server, Encoder, 12 Volt DC.....	1,075.47	124.76
28 23 00 00-0016 EA High Resolution Ethernet Video Server, With Audio, Encoder, 12 Volt DC.....	1,222.96	124.76
28 23 00 00-0017 EA High Resolution Ethernet Video Server, Decoder, 12 Volt DC.....	886.67	124.76
28 23 00 00-0018 EA High Resolution Ethernet Video Server, With Audio, Decoder, 12 Volt DC	998.77	124.76
28 23 00 00-0019 EA Outdoor Multi-Band Wireless Ethernet Bridge, 4 Inputs.....	2,007.61	124.76
Note: 5.3 or 5.8 GHz.		
28 23 00 00-0020 EA 24 dBi Gain, 5.25-5.85 GHz Band, 9 Degree Beamwidth, Patch Antenna.....	898.48	124.76
28 23 00 00-0021 EA Extreme IR Illuminator, ZXLED850.20.....	2,837.51	124.76
28 23 00 00-0022 EA Extreme IR Illuminator, UFLED850.30.....	1,304.70	62.38
28 23 00 00-0023 EA Extreme IR Illuminator, EX26LED850M.....	714.73	62.38
28 23 00 00-0024 EA Smart Sight Wireless Link.....	3,546.58	62.38
28 23 00 00-0025 EA S1000 System Including Transmitter And Receiver.....	4,261.30	124.60
28 23 00 00-0026 EA S1600e-R Video Decoder.....	1,038.81	62.38
28 23 00 00-0027 EA Pole Mount Adapter	189.44	62.38
28 23 00 00-0028 Camera Mounting (28 23 00 00-0002)		
28 23 00 00-0029 Camera Wall Mounts (28 23 00 00-0028)		
28 23 00 00-0030 EA Parapet Camera Wall Mount, 1.5" Diameter Pipe.....	501.39	62.30
28 23 00 00-0031 EA Spectra Wall Mount, Gray.....	114.75	31.19
28 23 00 00-0032 EA Spectra Wall Mount Pole Adapter For SWM-GY	93.53	31.19
28 23 00 00-0033 EA Wall Mount Bracket For Exterior CCTV	372.26	62.38
28 23 00 00-0034 Control Panels (28 23 00 00-0002)		
28 23 00 00-0035 EA CCTV Control Panel With Keyboard And Battery Backup, Up To 7 Cameras	18,740.00	
28 23 00 00-0036 EA CCTV Control Panel With Keyboard And Battery Backup, 7 To 14 Cameras	22,488.00	
28 23 00 00-0037 EA CCTV Control Panel With Keyboard And Battery Backup, 15 To 20 Cameras.....	26,236.00	
28 23 00 00-0038 EA CCTV Control Panel With Keyboard And Battery Backup, >21 Cameras.....	29,984.00	
28 23 00 00-0039 Closed Circuit Television And Surveillance Systems (Vicon) (28 23)		
Note: Includes a 3 year manufacturer's warranty. Use Vicon replacement models, "or equal", when the listed models are superseded.		
28 23 00 00-0040 Vicon CCTV Factory Project Management Program (28 23 00 00-0039)		
Note: For first time installations at a facility.		
28 23 00 00-0041 EA Factory Project Management Program For 1 To 20 Camera System Vicon CCTV Installation Support.....	3,499.80	
Note: Includes two site visits by a Vicon technical representative. First site visit to generate punch list and 2nd site visit for final inspection and training.		
28 23 00 00-0042 EA Factory Project Management Program For 21 To 40 Camera System Vicon CCTV Installation Support.....	4,374.75	
Note: Includes two site visits by a Vicon technical representative. First site visit to generate punch list and 2nd site visit for final inspection and training.		
28 23 00 00-0043 EA Factory Project Management Program For >40 Camera System Vicon CCTV Installation Support.....	5,249.70	
Note: Includes three site visits by a Vicon technical representative. First site visit during installation commencement, 2nd to generate punch list, and 3rd site visit for final inspection and training.		



Building knowledge

Job Order Contract Technical Specifications

Sample



GORDIAN®

This Page Intentionally Left Blank

SECTION 28 13 33 16 - PERIMETER SECURITY

1.1 GENERAL

A. Description Of Work

1. This specification covers the furnishing and installation of materials for perimeter security. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary

1. Section Includes:
 - a. Perimeter detection and alarm system.
 - b. Integration of other electronic and electrical systems and equipment.

C. Definitions

1. CCTV: Closed-circuit television.
2. EMI: Electromagnetic interference.
3. PIR: Passive infrared.
4. RFI: Radio-frequency interference.
5. UPS: Uninterruptible power supply.
6. Control Unit: System component that monitors inputs and controls outputs through various circuits.
7. Master Control Unit: System component that accepts inputs from other control units and may also perform control-unit functions. The unit has limited capacity for the number of protected zones and is installed at an unattended location or at a location where it is not the attendant's primary function to monitor the security system.
8. Monitoring Station: Facility that receives signals and has personnel in attendance at all times to respond to signals. A central station is a monitoring station that is listed.
9. Protected Zone: A protected premises or an area within a protected premise that is provided with means to prevent an unwanted event.
10. Standard Intruder: A person who weighs 100 lb (45 kg) or less and whose height is 60 inches (1525 mm) or less; dressed in a long-sleeved shirt, slacks, and shoes unless environmental conditions at the site require protective clothing.
11. Standard-Intruder Movement: Any movement, such as walking, running, crawling, rolling, or jumping, of a "standard intruder" in a protected zone.
12. Systems Integration: The bringing together of components of several systems containing interacting components to achieve indicated functional operation of combined systems.
13. Zone: A defined area within a protected premise. It is a space or area for which an intrusion must be detected and uniquely identified. The sensor or group of sensors must then be assigned to perform the detection, and any interface equipment between sensors and communication must link to master control unit.

D. Action Submittals

1. Product Data: Components for sensing, detecting, systems integration, and control, including dimensions and data on features, performance, electrical characteristics, ratings, and finishes.
2. Shop Drawings: Detail assemblies of standard components that are custom assembled for specific application on this Project.
 - a. Functional Block Diagram: Show single-line interconnections between components including interconnections between components specified in this Section and those furnished under other Sections. Indicate methods used to achieve systems integration. Indicate control, signal, and data communication paths and identify programmable logic

controllers **OR** networks, **as directed**, and control interface devices and media to be used. Describe characteristics of network and other data communication lines.

- 1) Indicate methods used to achieve systems integration.
- 2) Indicate control, signal, and data communication paths and identify PLCs, networks, control interface devices, and media to be used.
- 3) Describe characteristics of network and other data communication lines.
- 4) Describe methods used to protect against power outages and transient voltages including types and ratings of isolation and surge suppression devices used in data, communication, signal, control, and ac and dc power circuits.
- b. Raceway Riser Diagrams: Detail raceway runs required for perimeter security and for systems integration. Include designation of devices connected by raceway, raceway type, and size, and type and size of wire and cable fill for each raceway run.
- c. UPS: Sizing calculations.
- d. Site and Floor Plans: Indicate final outlet and device locations, routing of raceways, and cables inside and outside the building. Include room layout for central-station control-unit console, terminal cabinet, racks, and UPS.
- e. Master Control Unit Console Layout: Show required artwork and device identification.
- f. Device Address List: Coordinate with final system programming.
- g. System Wiring Diagrams: Include system diagrams unique to Project. Show connections for all devices, components, and auxiliary equipment. Include diagrams for equipment and for system with all terminals and interconnections identified.
- h. Details of surge-protection devices and their installation.
- i. Sensor detection patterns and adjustment ranges.
3. Equipment and System Operation Description: Include method of operation and supervision of each component and each type of circuit. Show sequence of operations for manually and automatically initiated system or equipment inputs. Description must cover this specific Project; manufacturer's standard descriptions for generic systems are not acceptable.
4. Samples for Initial Selection: For units with factory-applied color finishes.
5. Samples for Verification: For each type of exposed finish required.

E. Informational Submittals

1. Qualification Data: For Installer, security systems integrator, and testing agency.
2. Field quality-control test reports.
3. Warranty: Sample of special warranty.
4. Other Information Submittals:
 - a. Test Plan and Schedule: Test plan defining all tests required to ensure that system meets technical, operational, and performance specifications within 60 days of date of Contract award.
 - b. Examination reports documenting inspections of substrates, areas, and conditions.
 - c. Anchor inspection reports documenting inspections of built-in and cast-in anchors.

F. Closeout Submittals

1. Operation and Maintenance Data: For perimeter security system to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation And Maintenance Data", include the following:
 - a. Data for each type of product, including features and operating sequences, both automatic and manual.
 - b. Master control-unit hardware and software data.

G. Maintenance Material Submittals

1. One spare control-unit board(s) for strain-sensitive cable system and one cable repair and splice kit(s).
2. One of each type of microwave sensor and one of each type of power supply for microwave perimeter security system.

3. One of each spare sensor and PIR unit and one alignment telescope(s) for long-range PIR system.
4. One spare control-unit board(s) for electrostatic-field system.
5. One spare control-unit board(s) for buried, ported coaxial cable system, 10 feet (3 m) of cable; and one cable repair and splice kit(s).
6. Fuses: Three of each kind and size.
7. Tool Kit: Provide six sets of tools for use with security fasteners, each packaged in a compartmented kit configured for easy handling and storage.
8. Security Fasteners: Furnish no fewer than 1 box for every 50 boxes or fraction thereof, of each type and size of security fastener installed.

H. Quality Assurance

1. Installer Qualifications:
 - a. An employer of workers, at least one of whom is a technician certified by the National Burglar & Fire Alarm Association.
 - b. Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
2. Security Systems Integrator Qualifications: An experienced perimeter security equipment supplier and Installer who has completed systems integration work for installations similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
3. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - a. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
4. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
5. FMG Compliance: FMG-approved and -labeled perimeter security devices and equipment.
6. Comply with NFPA 70.

I. Project Conditions

1. Environmental Conditions: Capable of withstanding the following environmental conditions without mechanical or electrical damage or degradation of operating capability:
 - a. Altitude: Sea level to 4000 feet (1220 m).
 - b. Master Control Unit: Rated for continuous operation in an ambient of 60 to 85 deg F (16 to 29 deg C) and a relative humidity of 20 to 80 percent, noncondensing.
 - c. Exterior Environment: System components installed in locations exposed to weather shall be rated for continuous operation in ambients of minus 30 to plus 122 deg F (minus 34 to plus 50 deg C) dry bulb and 20 to 90 percent relative humidity, condensing. Comply with UL 294 and UL 639 for outdoor-use equipment. Rate for continuous operation when exposed to rain as specified in NEMA 250, winds up to 85 mph (137 km/h) and snow cover up to 24 inches (610 mm) thick.
 - d. Hazardous Environment: System components located in areas where fire or explosion hazards may exist because of flammable gases or vapors, flammable liquids, combustible dust, or ignitable fibers or flyings shall be rated, listed, and installed according to NFPA 70.

J. Warranty:

1. Special Warranty: Manufacturer's standard form in which manufacturer and Installer agree to repair or replace components of perimeter security devices and equipment that fail in materials or workmanship within specified warranty period.
 - a. Warranty Period: Two years from date of Final Completion.

1.2 PRODUCTS

A. Functional Description Of System

1. Description: Perimeter protection system with fence-mounted systems **OR** buried sensors **OR** volumetric detectors, **as directed**, integrated into a single perimeter detection and alarm system.
2. Supervision: System components shall be continuously monitored for normal, alarm, supervisory and trouble conditions. Indicate deviations from normal conditions at any location in system. Indication includes identification of device or circuit in which deviation has occurred and whether deviation is an alarm or malfunction.
 - a. Alarm Signal: Display at central-station control unit and actuate audible and visual alarm devices.
 - b. Trouble Condition Signal: Distinct from other signals, indicating that system is not fully functional. Trouble signal shall indicate system problems such as battery failure, open or shorted transmission line conductors, or controller failure.
 - c. Supervisory Condition Signal: Distinct from other signals, indicating an abnormal condition as specified for the particular device or controller.
3. System Control: Central-station control unit shall directly monitor gate detection devices, perimeter detection units, and connecting wiring.
OR
System Control: One or more remote, addressable controllers operate under control of a central-station control-unit microcomputer in a multiplexed distributed control system or as part of a network. Controllers shall receive programming by multiplexed signal transmission from a central-station control-unit microprocessor or microcomputer and hold data in nonvolatile memory. System shall automatically reboot program without error or loss of status or alarm data after any system disturbance, **as directed**.
4. Operator Commands:
 - a. Help with System Operation: Display all commands available to operator. Help command, followed by a specific command, shall produce a short explanation of the purpose, use, and system reaction to that command.
 - b. Acknowledge Alarm: To indicate that alarm message has been observed by operator.
 - c. Place Protected Zone in Access: Disable all intrusion-alarm circuits of a specific protected zone. Tamper circuits may not be disabled by operator.
 - d. Place Protected Zone in Secure: Activate all intrusion-alarm circuits of a protected zone.
 - e. Protected Zone Test: Initiate operational test of a specific protected zone.
 - f. System Test: Initiate system-wide operational test.
 - g. Print Reports.
5. Timed Control at Central-Station Control Unit: Allow automatically timed "secure" and "access" functions of selected protected zones.
6. Automatic Control of Related Systems: Alarm or supervisory signals from certain perimeter security devices control the following functions in related systems:
 - a. Switch selected lights.
 - b. Open a signal path between certain intercommunication stations.
 - c. Shift sound system to "listening mode" and open a signal path to certain system speakers.
 - d. Switch signal to selected monitor from closed-circuit television camera in vicinity of sensor signaling an alarm.
7. Printed Record of Events: Print a record of alarm, supervisory, and trouble events on system printer. Sort and report by protected zone, device, and function. When central-station control unit receives a signal, print a report of alarm, supervisory, or trouble condition. Report type of signal (alarm, supervisory, or trouble), protected zone description, date, and time of occurrence. Differentiate alarm signals from other indications. When system is reset, report reset event with the same information concerning device, location, date, and time. Commands shall initiate the reporting of a list of current alarm, supervisory, and trouble conditions in system or a log of past events.
8. Response Time: Two seconds between actuation of any alarm and its indication at central-station control unit.
9. Circuit Supervision: Supervise all signal and data transmission lines, links with other systems, controllers, and sensors from central-station control unit. Indicate circuit and detection device

faults with both protected zone and trouble signals, sound a distinctive audible tone, and illuminate an LED. Maximum permissible elapsed time between occurrence of a trouble condition and indication at central-station control unit is 20 seconds. Initiate an alarm in response to opening, closing, shorting, or grounding of a signal or data transmission line.

10. Programmed Secure-Access Control: System shall be programmable to automatically change status of various combinations of protected zones between secure and access conditions at scheduled times. Status changes may be preset for repetitive, daily, and weekly; specially scheduled operations may be preset up to a year in advance. Manual secure-access control stations shall override programmed settings.
11. Manual Secure-Access Control: Coded entries at manual stations shall change status of associated protected zone between secure and access conditions.

B. System Component Requirements

1. Compatibility: Detection devices and their communication features, connecting wiring, and master control unit shall be selected and configured with accessories for full compatibility with the existing equipment.
2. Perimeter Security Units: Listed and labeled by a qualified testing agency for compliance with UL 639.
3. Surge Protection: Protect components from voltage surges originating external to equipment housing and entering through power, communication, signal, control, or sensing leads. Include surge protection for external wiring of each conductor entry connection to components.
 - a. Minimum Protection for Power Lines 120 V and More: Auxiliary panel suppressors complying with requirements in Division 26 Section "Transient-voltage Suppression For Low-voltage Electrical Power Circuits".
 - b. Minimum Protection for Communication, Signal, Control, and Low-Voltage Power Lines: Comply with requirements in Division 26 Section "Transient-voltage Suppression For Low-voltage Electrical Power Circuits" as recommended by manufacturer for type of line being protected.
4. Interference Protection: Components shall be unaffected by radiated RFI and electrical induction of 15 V/m over a frequency range of 10 to 10,000 MHz and conducted interference signals up to 0.25-V RMS injected into power supply lines at 10 to 10,000 MHz.
5. Tamper Protection: Tamper switches on detection devices, controllers, annunciators, pull boxes, junction boxes, cabinets, and other system components shall initiate a tamper-alarm signal when unit is opened or partially disassembled and when entering conductors are cut or disconnected. Central-station control-unit alarm display shall identify tamper alarms and indicate locations.
6. Self-Testing Devices: Automatically test themselves periodically, but not less than once per hour, to verify normal device functioning and alarm initiation capability. Devices transmit test failure to central-station control unit.
7. Antimasking Devices: Automatically check operation continuously or at intervals of a minute or less, and use signal-processing logic to detect blocking, masking, jamming, tampering, or other operational dysfunction. Devices transmit detection of operational dysfunction to central-station control unit as an alarm signal.
8. Addressable Devices: Transmitter and receivers shall communicate unique device identification and status reports to central-station control unit.
9. Remote-Controlled Devices: Individually and remotely adjustable for sensitivity and individually monitored at central-station control unit for calibration, sensitivity, and alarm condition.

C. Enclosures

1. Interior Sensors: Enclosures that protect against dust, falling dirt, and dripping noncorrosive liquids.
2. Interior Electronics: NEMA 250, Type 12.
3. Exterior Electronics: NEMA 250, Type 4X fiberglass **OR** stainless steel, **as directed**.
4. Corrosion Resistant: NEMA 250, Type 4X PVC **OR** stainless steel, **as directed**.
5. Terminal cabinets in handholes and manholes shall be NEMA 250, Type 6 **OR** 6P, **as directed**.

6. Screw Covers: Where enclosures are accessible to inmates, secure with security fasteners of type appropriate for enclosure.
- D. Secure And Access Devices
1. Keypad and Display Module: Arranged for entering and executing commands for system-status changes and for displaying system-status and command-related data.
 2. Key-Operated Switch: Change protected zone between secure and access conditions.
- E. Strain-Sensitive Cable
1. Description: Strain-sensitive, coaxial transducer cable shall monitor chain-link-type and welded-mesh-type fence and generate an alarm when a standard intruder attempts to climb over, cut through, or lift fence fabric.
 2. Environment: Suitable for exterior installation and the following conditions:
 - a. Ambient Temperatures: Ranging from minus 22 to plus 158 deg F (minus 30 to plus 70 deg C).
 3. Transducer Cable:
 - a. Ultraviolet-resistant cable furnished by system manufacturer.
 - b. Suitable for up to 1000 feet (300 m) of sensor cable per single-zone controller and up to 2000 feet (600 m) of sensor cable per dual-zone processor.
 - c. Sensitivity shall be uniform throughout its entire length, requiring only one variable sensitivity adjustment throughout its entire length.
 4. Control Unit:
 - a. Field mounted, with tamper switch at controller board.
 - b. Electronic circuitry shall discriminate between acceptable fence movement and intrusion-related disturbances.
 - c. Sensitivity, count control, and climb-over processors shall be adjustable with a minimum of five individual count-control and climb-over adjustments.
 - d. Controller output shall have adjustable pulse width to adjust the time the alarm relay will activate per detected intrusion attempt.
 5. System Performance:
 - a. Immune to RFI and EMI environments; interference shall have no effect on normal operational characteristics.
 - b. Trouble and Tamper: Entire sensor system shall be fully supervised with individually monitored tamper and supervision alarms. Disconnecting, cutting, or shorting of strain-sensitive cable results in supervisory alarm.
 - c. Intrusion Simulation: Each zone shall have a self-test feature that, when activated by a signal from central-station control unit, will produce an intrusion alarm and verify operation of sensor.
- F. Microwave Intrusion Detectors
1. Description: Volumetric microwave detection system.
 2. Device Performance: Microwave transmitter establishes an electromagnetic field in an adjustable detection pattern and detects intrusion by monitoring changes in that pattern.
 - a. Movement Sensitivity: Adjustable, able to detect standard-intruder movement within sensor's detection pattern at any speed between 0.1 to 50 fps (0.03 to 15.2 m/s). Sensor sensitivity adjustments shall be accessible only when sensor housing is removed, and sensors shall comply with 47 CFR 15.
 - b. Detection range: 15 to 600 feet (5 to 180 m).
 - c. Range Sensitivity: Adjustable for setting area of protection between 15 to 500 feet (5 to 152 m) in range and from 2 to 40 feet (0.6 to 12 m) in beam diameter.
 - d. Trouble and Tamper: Fully supervised with individually monitored tamper and supervision alarms. System failure shall result in tamper alarm. System jamming or wrong modulation shall result in supervisory alarm.

- e. Activation Indicator: LED indicator shall not be visible during normal operation. Indicator shall light when sensor detects a standard intruder. Locate test-enabling switch under sensor housing cover.
 - f. Remote Test: When initiated by central-station control unit, start a test sequence for each detector element that simulates standard-intruder movement within sensor's detection patterns, causing an alarm.
 3. Environment: Suitable for exterior installation and the following conditions:
 - a. Ambient Temperatures: Ranging from minus 30 to plus 158 deg F (minus 34 to plus 70 deg C) and in rainfall up to 4 inches (100 mm).
- G. Electrostatic Field
1. Description: Electronically balanced phase electrostatic-field detection system consisting of a field generator that generates an electrical field in one or more field wires and that has two or more sensing wires, a sense filter, amplifier, and a controller. Detection fields shall have a minimum of four different frequencies so adjacent zones cannot interfere with each other.
 2. Environment: Suitable for exterior installation and the following conditions:
 - a. Ambient Temperatures: Ranging from minus 22 to plus 158 deg F (minus 30 to plus 70 deg C).
 3. System Performance:
 - a. Detect, via sense wires, a compound signal form consisting of amplitude change, rate of change, and pre-set time disturbance that forms a "signature" of human movement. Generate an alarm when all exist simultaneously. Provide detection fields of not less than four different frequencies so adjacent zones do not interfere with each other.
 - b. Control Units: Single or multiple zone, with sense filter. Front panel with calibration meter, status of alarm transmitter, sensitivity selector, test point selector, power indicator, and power control. Control unit shall reject signals due to wind and small objects striking the wires.
 - c. Motion Detection: Sense standard-intruder movement at rates from 0.15 to 26 fps (0.045 to 8.0 m/s).
 - d. Zone Length: Not to exceed 500 feet (152 m) **OR** 325 feet (100 m), **as directed**.
 - e. Supervision: Generate trouble signal if field or sense wires are cut or shorted to ground or to each other. Generate supervisory alarm if received signal is substantially reduced.
 4. Insulators, Wire-Tensioning Devices, and Brackets: Manufacturer's standard for mounting and tensioning of wires.
 5. Field and Sensing Wires: Stainless steel.
- H. Buried, Ported Coaxial Cable
1. Description: Buried electrostatic-field detection system consisting of parallel, ported coaxial cables that generate a detection field between cables.
 2. Environment: Suitable for exterior installation and the following conditions:
 - a. Ambient Temperatures: Ranging from minus 22 to plus 158 deg F (minus 30 to plus 70 deg C).
 3. System Performance: One of two parallel cables receives a continuous wave signal from a transmitter module. Second cable, connected to a sensor module, detects, preamplifies, and analyzes variations in signal. When system senses "signature" of a standard intruder in the detection zone, based on mass, motion, and time of day, it generates an alarm.
 - a. Transmitter: Locate at one end of zone, with standby battery.
 - b. Preamplifier-Sensor: Locate at opposite end from transmitter, with standby battery.
 - c. Front panel with sensitivity calibration meter, calibrated self-test potentiometer, power switch, and LED normal and malfunction indicators.
 - d. Electromagnetic Radiation: Less than 50 mV per meter at 30 m.
 - e. Motion Detection: Sense standard-intruder movement at rates from 0.17 to 26 fps (0.05 to 8.0 m/s).
 - f. Zone Length: Not to exceed 500 feet (152 m) **OR** 325 feet (100 m), **as directed**.
 - g. Zone Width: Not to exceed 15 feet (4.6 m), with an average width of 12 feet (3.7 m).

- h. Zone Height: Approximately 3.3 feet (1.0 m), depending on sensitivity setting.
 - i. Supervision: Generate trouble signal if cable is cut or shorted to ground. Generate supervisory alarm if cabinets are tampered with.
- 4. Enclosures: Hinged cover with tamper switch and security fasteners.
- 5. Buried, Ported Coaxial Cable: Approximately 1/2-inch (1.3-mm) diameter, minimum 10 AWG center conductor, foam polyethylene dielectric, braided copper outer conductor, and polyethylene jacket.
- I. Long-Range PIR Detectors
 - 1. Description: Volumetric passive infrared detection system.
 - 2. Listed and labeled by a qualified testing agency for compliance with SIA PIR-01.
 - 3. Environment: Suitable for exterior installation and the following conditions:
 - a. Ambient Temperatures: Ranging from minus 30 to plus 150 deg F (minus 34 to plus 65 deg C).
 - 4. System Performance: Detect an interruption of dual-infrared light beams that link transmitters and receivers. Generate an alarm when signal is interrupted due to presence of an object that interrupts both beams.
 - a. Sensitivity: Field adjustable to allow adjustment of range from 25 to 500 feet (7.6 to 152 m), generating an alarm within 20 to 50 ms when both beams are interrupted.
 - b. Detection system shall adjust automatically to compensate for weather, including fog, rain, snow, blowing dust, and rapid temperature changes.
 - c. Motion Detection: Detect standard-intruder movement at rates from 0.1 to 50 fps (0.03 to 15.2 m/s).
 - d. Supervision: Generate supervisory alarm if any portion of system is tampered with.
 - e. Remote Test: When initiated by central-station control unit, start a test sequence for each detector element that simulates standard-intruder movement within sensor's detection patterns, causing an alarm.
- J. Geophone Fence Detection
 - 1. Description: Fence-mounted system to detect attempts to cut or climb the protected fence, using geophone sensors that respond to specific shock or vibrations.
 - 2. Environment: Suitable for exterior installation and the following conditions:
 - a. Ambient Temperatures: Ranging from minus 30 to plus 150 deg F (minus 34 to plus 65 deg C).
 - 3. System Performance:
 - a. Controller: 10 zone capacity for processing geophone generated analog signals. Each zone shall consist of not more than 10 sensors.
 - 1) Adjustments: For each zone provide stepped gain control for sensitivity, and switches for geophone signal filters to minimize nuisance alarms. System shall adjust automatically to compensate for weather, including fog, rain, snow, blowing dust, and rapid temperature changes.
 - 2) Trouble Condition Signal: Generate when any zone fails.
 - 3) Supervisory Condition Signal: Generate on interference with controller operation or when detecting a break-in into a enclosure housing electronics.
 - b. Sensors: Fence mounted 20 feet (6 m) o.c.
 - c. Cable for Interconnection of System Components: Shielded, PVC jacketed and armored, as supplied by system manufacturer.
 - d. Test each zone simulating an alarm condition. Test by command from central-station control **OR** test switch at controller inside the enclosure, **as directed**.
- K. Video Motion Sensor
 - 1. Description: Video-surveillance based detection system.
 - 2. Device Performance: Detect changes in video signal within a user-defined protected zone. Provide an alarm output for each video input.

- a. Detect movement within protected zone of standard intruders wearing clothing with a reflectivity that differs from that of background scene by a factor of 2. Reject all other changes in video signal.
- b. Modular design that allows for expansion or modification of number of inputs.
- c. Adjustable Controls:
 - 1) Number of detection zones.
 - 2) Size of detection zones.
 - 3) Sensitivity of detection of each protected zone.
- d. Mounting: Standard 19-inch (480-mm) rack as described in EIA 310.
3. Environment: Suitable for installation in interior air-conditioned spaces.

L. Gate Units

1. Description: Fence mounted gate-movement detector, blanced-magnetic type, UL listed for outdoor locations. Units shall be designed for mounting on single- or double-leaf swinging or rolling gates and have armored jumper cables between switch and stationary junction box for wiring to central-station control unit and tamper switches in junction box.
2. Device Performance: Bias magnet and at least three encapsulated-reed switches that resist compromise from introduction of foreign magnetic fields, with integral overcurrent protective device to limit current to 80 percent of switch capacity.
3. Remote Test: Simulate movement of actuating magnet from central-station control unit.

M. Field-Mounted Control Units

1. Field-mounted control units shall include the power supply and detector specific functions, and provide for communications with the master control unit. Control unit shall include read-only resident software needed for startup, a time clock, and all automatic operations. Software shall be downloaded from the master control unit.
2. Battery Backup: UPS, providing 6 hours of run time during a power outage, with 2-rate automatic battery charger to fully recharge batteries within 12 hours after normal power is restored.
 - a. Batteries: Rechargeable, valve-regulated, recombinant, sealed, lead-acid type with nominal 10-year life expectancy.
 - b. Battery Charger: Solid-state, fully automatic, variable-charging-rate type. Charger shall recharge fully discharged battery within 24 hours.
3. Annunciation: Indicate a change in system condition and switching of system or component to backup power.

N. Master Control Unit

1. Description: Supervise sensors and detection subsystems and their connecting communication links, status control (secure or access) of sensors and detector subsystems, activation of alarms and supervisory and trouble signals, and other indicated functions.
 - a. System software and programs shall be held in flash electrically erasable programmable read-only memory (EEPROM), retaining the information through failure of primary and secondary power supplies.
 - b. Include a real-time clock for time annotation of events on the event recorder and printer.
 - c. Addressable initiation devices that communicate device identity and status.
 - d. Control circuits for operation of mechanical equipment in response to an alarm.
2. Construction: Freestanding equipment rack **OR** Desk-mounted console, **as directed**, modular, with separate and independent alarm and supervisory system modules. Alarm-initiating protected zone boards shall be plug-in cards. Arrangements that require removal of field wiring for module replacement are unacceptable.
3. Comply with UL 609 **OR** UL 681 **OR** UL 1076, **as directed**.
4. Console Controls and Displays: Arranged for interface between human operator at master control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.

- a. Annunciator and Display: LCD type, one **OR** two **OR** three line(s) of 40 **OR** 80 characters, minimum, **as directed**.
 - b. Keypad: Arranged to permit entry and execution of programming, display, and control commands
 - c. Control-Unit Network: Automatic communication of alarm, status changes, commands, and other communications required for system operation. Communication shall return to normal after partial or total network interruption such as power loss or transient event. Total or partial signaling network failures shall identify the failure and record the failure at the annunciator display and at the system printer.
 - d. Field Device Network: Communicate between the control unit and field devices of the system. Communications shall consist of alarm, network status, and status and control of field-mounted processors. Each field-mounted device shall be interrogated during each interrogation cycle.
 - e. Operator Controls: Manual switches and push-to-test buttons that do not require a key to operate. Prevent resetting of alarm, supervisory, or trouble signals while alarm or trouble condition persists. Include the following:
 - 1) Acknowledge alarm.
 - 2) Silence alarm.
 - 3) System reset.
 - 4) LED test.
 - f. Timing Unit: Solid state, programmable, 365 days.
 - g. Confirmation: Relays, contactors, and other control devices shall have auxiliary contacts that provide confirmation signals to system for their on or off status. Software shall interpret such signals, display equipment status, and initiate failure signals.
 - h. Alarm Indication: An audible signal sounds and an LED lights at master control unit identifying the protected zone **OR** addressable detector, **as directed**, originating the alarm. Annunciator panel displays a common alarm light and sounds an audible tone.
 - i. Alarm Indication: An audible signal sounds and a plain-language identification of the protected zone **OR** addressable detector, **as directed** originating the alarm appears on LED or LCDdisplay at master control unit. Annunciator panel displays a common alarm light and sounds an audible tone.
 - j. Alarm Indication: An audible signal sounds and a plain-language identification of the protected zone **OR** addressable detector, **as directed** originating the alarm appears on LED, LCD or cathode-ray-tube display, **as directed** at master control unit. Annunciator panel alarm light and audible tone identify protected zone signaling an alarm.
 - k. Alarm activation sounds a bell **OR** siren **OR** strobe **OR** bell or siren and strobe, **as directed**.
5. Protected Zones: Quantity of alarm and supervisory zones as indicated, with capacity for expanding number of protected zones by a minimum of 25 percent.
 6. Power Supply Circuits: Master control units shall provide power for remote power-consuming detection devices. Circuit capacity shall be adequate for at least a 25 percent increase in load.
 7. UPS: Comply with Division 26 Section "Static Uninterruptible Power Supply". UPS shall be sized to provide a minimum of six hours of master control-unit operation.
 8. Cabinet: Lockable, steel enclosure arranged so operations required for testing, normal operation, and maintenance are performed from front of enclosure. If more than a single cabinet is required to form a complete control unit, provide exactly matching modular enclosures. Accommodate all components and allow ample gutter space for field wiring. Identify each enclosure by an engraved, laminated, phenolic-resin nameplate. Lettering on enclosure nameplate shall not be less than 1 inch (25 mm) high. Identify, with permanent labels, individual components and modules within cabinets.
 9. Transmission to Monitoring Station: A communications device to automatically transmit alarm, supervisory, and trouble signals to the monitoring station, operating over a standard voice grade telephone leased line. Comply with UL 1635.

10. Printout of Events: On receipt of signal, print alarm, supervisory, and trouble events. Identify zone, device, and function. Include type of signal (alarm, supervisory, or trouble) and date and time of occurrence. Differentiate alarm signals from all other printed indications. Also print system reset event, including same information for device, location, date, and time. Commands initiate the printing of a list of existing alarm, supervisory, and trouble conditions in the system and a historical log of events.

O. Audible And Visual Alarm Devices

1. Bell: UL listed, 10 inches (254 mm) in diameter, rated to produce a minimum sound output of 84 dB at 10 feet (3 m) from central-station control unit.
 - a. Enclosure: Weather-resistant steel box equipped with tamper switches on cover and on back of box.
2. Klaxon Weatherproof Motor-Driven Hooter: UL listed, rated to produce a minimum sound output of 120 dB at 3 feet (1 m), plus or minus 3 dB, at a frequency of 470 Hz. Rated for intermittent use - two minutes on, five minutes off.
 - a. Designed for use in industrial areas and in high noise, severe weather marine environments.
3. Siren: 30-W speaker with siren driver, rated to produce a minimum sound output of 103 dB at 10 feet (3 m) from central-station control unit.
 - a. Enclosure: Weather-resistant steel box with tamper switches on cover and on back of box.
4. Strobe: Xenon light complying with UL 1638, with a clear polycarbonate lens.
 - a. Light Output: 115 cd, minimum.
 - b. Flash Rate: 60 per minute.

P. Security Fasteners

1. Operable only by tools produced for use on specific type of fastener by fastener manufacturer or other licensed fabricator. Drive system type, head style, material, and protective coating as required for assembly, installation, and strength.
2. Drive System Types: Pinned Torx-Plus, pinned Torx, or pinned hex (Allen).
3. Socket Flat Countersunk Head Fasteners:
 - a. Heat-treated alloy steel, ASTM F 835 (ASTM F 835M).
 - b. Stainless steel, ASTM F 879 (ASTM F 879M), Group 1 CW.
4. Socket Button Head Fasteners:
 - a. Heat-treated alloy steel, ASTM F 835 (ASTM F 835M).
 - b. Stainless steel, ASTM F 879 (ASTM F 879M), Group 1 CW.
5. Socket Head Cap Fasteners:
 - a. Heat-treated alloy steel, ASTM A 574 (ASTM A 574M).
 - b. Stainless steel, ASTM F 837 (ASTM F 837M), Group 1 CW.
6. Protective Coatings for Heat-Treated Alloy Steel:
 - a. Zinc chromate, ASTM F 1135, Grade 3 or 4; for exterior applications and interior applications where indicated.
 - b. Zinc phosphate with oil, ASTM F 1137, Grade I, or black oxide, unless otherwise indicated.

Q. Source Quality Control

1. Electrostatic-Field and Buried, Ported Coaxial Cable Systems Electronics: Precondition at factory by subjecting modules to at least 4 days' operational burn-in at temperatures not less than 140 deg F (60 deg C).

1.3 EXECUTION

A. Examination

1. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of perimeter security.

2. Examine roughing-in for embedded and built-in anchors to verify actual locations of perimeter security connections before perimeter security installation.
3. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of perimeter security.
4. Inspect built-in and cast-in anchor installations, before installing perimeter security, to verify that anchor installations comply with requirements. Prepare inspection reports.
 - a. Remove and replace anchors where inspections indicate that they do not comply with requirements. Reinspect after repairs or replacements are made.
 - b. Perform additional inspections to determine compliance of replaced or additional anchor installations. Prepare inspection reports.
5. For material whose orientation is critical for its performance as a ballistic barrier, verify installation orientation.
6. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Systems Integration

1. Integrate perimeter security system with the following systems and equipment:
 - a. Electronic door hardware.
 - b. Elevators.
 - c. Network lighting controls.
 - d. Intercommunications and program systems.
 - e. Public address and mass notification systems.
 - f. Access control.
 - g. Fire-alarm system.
 - h. Intrusion detection system.
 - i. Video surveillance.

C. System Installation

1. Comply with UL 681 and NFPA 731.
2. Equipment Mounting: Install master control unit on finished floor with tops of cabinets not more than 72 inches (1830 mm) above the finished floor.
 - a. Comply with requirements for seismic-restraint devices specified in Division 26 Section "Vibration And Seismic Controls For Electrical Systems".
3. Install wall-mounted equipment, with tops of cabinets not more than 72 inches (1830 mm) above the finished floor.
 - a. Comply with requirements for seismic-restraint devices specified in Division 26 Section "Vibration And Seismic Controls For Electrical Systems".
4. Connecting to Existing Equipment: Verify that existing perimeter security system is operational before making changes or connections.
 - a. Connect new equipment to existing control panel in existing part of the building.
 - b. Connect new equipment to existing monitoring equipment at the Supervising Station.
 - c. Expand, modify, and supplement existing **control** or **monitoring** equipment as necessary to extend existing **control** or **monitoring** functions to the new points. New components shall be capable of merging with existing configuration without degrading the performance of either system.
5. Security Fasteners: Where accessible to inmates, install perimeter security components using security fasteners with head style appropriate for fabrication requirements, strength, and finish of adjacent materials except that a maximum of two different sets of tools shall be required to operate security fasteners for Project. Provide stainless-steel security fasteners in stainless-steel materials.
6. Wiring Method: Install power, signal, and data transmission wire and cable in raceways according to Division 26 Section(s) "Underground Ducts And Raceways For Electrical Systems" AND "Raceway And Boxes For Electrical Systems". Minimum conduit size shall be 1/2 inch (13 mm). Control and data transmission wiring shall not share raceways with any other system.

JOC Program Development and Implementation Schedule

TASKS



www.gordian.com
855.467.9444

30 Patewood Drive, Suite 350
Greenville, South Carolina 29615

G  **RDIAN**®



**SHORELINE
CITY COUNCIL**

Will Hall
Mayor

Keith Scully
Deputy Mayor

Susan Chang

Doris McConnell

Keith A. McGlashan

Chris Roberts

Betsy Robertson

July 2, 2020

Ammon T. Leshner
The Gordian Group
30 Patewood Drive, Suite 350
Greenville, SC 29615

Subject: Notice of Intent to Award; Consultant Contract 9596
Job Order Contracting (JOC) Consulting Services

Dear Ammon Leshner,

This is written notice that the City of Shoreline (Shoreline) has completed the Solicitation and Selection Process for the subject contract. Shoreline is issuing this formal written Notice of Intent to Award for the Solicitation and Selection Process and intends to begin contract negotiations with The Gordian Group for the Contract 9596, Job Order Contracting Consulting Services.

Shoreline thanks you for your interest and participation in the solicitation and selection process.

If you have questions regarding this Notice, the Solicitation and Selection Process, or would like to review the project selection file, please contact me directly at 206-801-2322 or jbulman@shorelinewa.gov to schedule an appointment.

Sincerely,

Janet Bulman
City of Shoreline

Cc: Purchasing Office, City of Shoreline
To File

PROFESSIONAL SERVICES AND LICENSE AGREEMENT

This Agreement is made this 16th day of September, 2020 by and between The City of Shoreline, whose address is 17500 Midvale Ave. N., Shoreline, Washington 98133 ("Owner"), and The Gordian Group, Inc., whose address is 30 Patewood Drive, Suite 350, Greenville, South Carolina 29615 ("Gordian").

WITNESSETH

WHEREAS, Owner desires to engage the services of a firm to perform services related to the development, implementation and support of a Job Order Contracting ("JOC") program (the "Services") in accordance with the terms and conditions set forth herein, and

WHEREAS, Gordian has the necessary skills and expertise required to perform the Services and is willing and able to provide the Services to Owner.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
TERM**

Owner hereby retains Gordian as Owner's JOC Services provider for the term commencing on the date of this Agreement and expiring sixty (60) months thereafter, unless terminated or extended as provided for herein.

**ARTICLE II
JOC SYSTEM LICENSE**

Gordian hereby grants to Owner, and Owner hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating Owner's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to Gordian's JOC Information Management System (as defined below), and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book), construction cost data, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and Owner shall return to Gordian all Proprietary Information in Owner's possession.

Owner acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. Owner further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Owner, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide to Owner all project data generated by Owner in a form accessible by a standard database program, such as Microsoft® Access®.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by Owner, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when Owner awards the contract, and provided Owner includes licensing language in the JOC contract similar in form to this JOC System License.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by Owner, this JOC System License shall take precedence.

ARTICLE III GORDIAN DUTIES AND RESPONSIBILITIES

Gordian will perform the following duties and responsibilities to complete the Services:

1. **Program Development, Implementation and Support:** Gordian shall be responsible for the development, implementation and on-going support of the Owner's customized JOC program.
2. **Contract Documents:** Gordian shall be responsible for preparing the JOC documents that will be used by the Owner to procure the JOC construction contractors including:
 - a) **Unit Price Book(s):** Gordian shall prepare one or more customized Unit Price Books (also known as a Construction Task Catalog[®]) containing prices covering material, equipment and labor costs for various units of construction, and adjusting these costs to current market conditions. Only local prevailing wages and local material and equipment costs (obtained directly from local, contractors, subcontractors and suppliers) to price the Unit Price Books shall be used. The use of generic factors to localize prices is not acceptable. Unit prices for demolition shall be provided for each construction task. Therefore, every cost to install an item or unit shall be accompanied by a corresponding cost to remove the same item or unit. Tasks may also have several modifiers which adjust the price for variations in materials or for quantity discounts; and
 - b) **Technical Specifications:** Gordian shall prepare and publish Technical Specifications describing the materials, performance and installation requirements for each of the construction tasks listed in the unit price book. Where available, the Owner standard specifications shall be incorporated into the Technical Specifications; and
 - c) **Contractual Terms and Conditions and Bid Forms:** Gordian shall prepare, in conjunction with Owner staff, contractual terms and conditions and bid forms which incorporate JOC language and forms with all appropriate Owner contract language and forms.
3. **Information Management System:** Gordian shall be responsible for providing the Owner with a comprehensive web-based JOC Information Management System (hereinafter referred to as "IMS") for an unlimited number of Owner users. The JOC IMS must be capable of providing full project tracking, developing cost proposals, preparing independent Owner estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking MBE participation, and generating customized reports. Gordian must incorporate any current Owner forms and documentation into the IMS; and
4. **Procurement Support:** Gordian shall be responsible for providing Owner with procurement support to market the Owner JOC Program to potential JOC Contractor's. If required by the Owner, Gordian

shall conduct a bidder prequalification process to determine a qualified list of bidders. Gordian shall be required to organize and conduct pre-bid meetings with the interested bidders as well as make presentations on behalf of the Owner with various business and Construction organizations. Gordian's staff assigned to perform procurement support must have JOC procurement experience; and

5. **Training Programs:** Gordian shall be responsible for developing and conducting all training programs for the Owner and JOC Contractor staff to ensure that the JOC program functions properly. The training programs must include specialized training courses that will involve all Owner staff and JOC contractors utilizing and administering the JOC program. The training programs must include extensive training on the use of the JOC IMS. All training must be "hands on" with user competency as the objective. Actual Owner projects that the Owner plans to perform through JOC may be included in the training programs; and
6. **Job Order Development:** Gordian shall be responsible for providing the following Job Order Development services:
 - a) **Project Identification:** When a project is identified and requested by Owner, Gordian will contact Owner and assist with determining whether the project is appropriate for JOC.
 - b) **Contractor Identification:** In the event Owner has multiple JOC Contractors, Gordian will assist the Owner in identifying the appropriate JOC Contractor for the project based on factors which include, but are not limited to, the type of work involved and the location of the project.
 - c) **Joint Scope Meeting:** The Gordian's project manager will schedule a Joint Scope Meeting at the project site to help Owner and the JOC Contractor agree on the details of the work that the JOC Contractor will perform. The purpose of the scoping process is to allow the JOC Contractor an opportunity to inspect the site and ask questions before submitting a Price Proposal. The goals of this process are to foster open communication, reduce misunderstandings and mistakes that lead to change orders, and provide results that are more cost-effective and collaborative.
 - d) **Develop Detailed Scope of Work:** Gordian will assist in preparing a Detailed Scope of Work that describes the work the JOC Contractor will perform. Gordian will also assist with resolving issues when project plans and actual conditions vary.
 - e) **Request for Price Proposal:** After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, Gordian's project manager will send the Detailed Scope of Work and a Request for Proposal to the JOC Contractor.
 - f) **Request Price Proposal:** As the next step in the process, the JOC Contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Unit Price Book. Gordian's IMS will automatically multiply the unit price of the task by the required quantities by the JOC Contractor's competitively bid Adjustment Factor. Gordian shall also request the JOC Contractor's preparation of any additional Owner required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
 - g) **Price Proposal Review:** Gordian's project manager will review the Price Proposal to make sure the JOC Contractor has selected the appropriate tasks and quantities and will ask the JOC Contractor to make any required changes. Gordian will also obtain and review any Owner required information submitted by the JOC Contractor such as a construction schedule and list

of proposed subcontractors. Gordian's project manager will submit the Price Proposal and related documents to Owner.

- h) **Issue Job Order:** Once Owner approves the Price Proposal and related documents, and decides to move forward with the project, Owner is then responsible for the issuance of a job order (which may be in the form of a purchase order) to the selected JOC Contractor.
 - i) **Construction Management:** During construction, Owner's project managers will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or Owner desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order.
7. **On-Going Technical Support:** Gordian shall be responsible for providing extensive on-going technical support to the Owner during normal business hours, excluding holidays. On-going technical support shall include providing updated contract documents, assisting with the procurement of additional JOC Contractors, providing Owner with access to all applicable updates and revisions to the IMS, and providing training for new Owner staff and JOC Contractors during the term of the Agreement. Providing on-going technical support is considered a vital component to ensuring a successful Owner JOC program.
8. **Optional Project Management Services:** On a project-by-project basis, Gordian shall provide project management services to Owner, to be requested by Owner in its sole discretion. The project management services shall include the following:
- a) **Preconstruction** – Gordian's project manager will assist Owner in determining whether professional design services are required and conduct a pre-construction meeting with the Owner's representative(s), the JOC contractor and, if applicable, the architect or engineer to review the basic project parameters and funding. Where design services are required, the project manager will work with the architects or engineers to coordinate necessary studies and design standards, and deliver plans and specifications that maximize the benefits of JOC for each Owner project. Next, the project manager will coordinate and share any preconstruction information with Owner, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.
 - b) **Site Visit** – During construction, Gordian's project manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.
 - c) **Communication** – Gordian's project manager will provide weekly construction status reports to Owner, conduct project progress meetings with the JOC contractor and staff on a periodic basis, and coordinate any required technical and code inspections.
 - d) **Supplemental Job Orders** – In the event there are unforeseen conditions or Owner requests changes to the Detailed Scope of Work after construction has begun, Gordian's project manager will analyze and process a supplemental Job Order by utilizing the procedures to develop the initial Job Order.
 - e) **Approvals** – Gordian's project manager will review and recommend for approval, or direct necessary revisions to, the JOC contractor's applications for payment and obtain Owner's

approval of the work. Final acceptance of the work will be the responsibility of Owner. Technical and code inspections will be the responsibility of the appropriate inspection agencies.

- f) **Project Close-out** – As the final step in the process, Gordian’s project manager will enter all Job Order related information into the IMS and collect any required as-builts, warranties and OEMs from the JOC contractor.

ARTICLE IV ADDITIONAL SERVICES

Owner may, from time to time, request changes in the services to be performed by Gordian (“Additional Services”). No such change, including any increase or decrease in the compensation amount, which shall be mutually agreed upon by Owner and Gordian, shall be effective and enforceable until and unless a written amendment to this Agreement has been executed by the parties and attached hereto.

ARTICLE V OWNER DUTIES AND RESPONSIBILITIES

Owner will assume the following duties and responsibilities:

1. Owner shall review all documentation and requests for information submitted by Gordian in a timely manner.
2. Owner shall provide full information regarding requirements for the JOC program, including but not limited to, facilities lists, current Owner procedures, programs, technical specifications and bidding information.
3. Owner shall designate, in writing, a representative who shall render or obtain decisions pertaining to the JOC program in a timely manner.
4. Owner shall provide work space and access to the Internet, copiers, printers, facsimile machines, and local telephone service for use by Gordian’s on-site staff.
5. Owner shall be responsible for reproduction of the Construction Task Catalog®, Technical Specifications, Contract and General Conditions, Instructions to Bidders and Bid Forms, including the bid packages distributed to construction contractors.

ARTICLE VI INDEMNIFICATION

Gordian agrees to indemnify and hold harmless Owner and its officers, agents and employees from any and all claims against Owner or its officers, agents, or employees that arise out of any negligent act of Gordian or its officers, agents, employees or subcontractors.

Owner agrees to indemnify and hold harmless Gordian and its officers, agents, employees and subcontractors from any and all claims against Gordian or its officers, agents, employees or subcontractors that arise out of any negligent act of Owner or its officers, agents or employees.

ARTICLE VII INSURANCE

Gordian shall maintain general liability insurance coverage of \$1,000,000 per occurrence, automobile liability insurance of \$1,000,000 per occurrence, employers' liability insurance of \$1,000,000 and workers' compensation insurance as required by law during the entire term of this Agreement. Gordian shall maintain Technology Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Gordian shall maintain Cyber Liability insurance with limits of liability not less than \$1,000,000 per occurrence. Coverage shall include both first and third party coverage, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information and network security. Gordian shall furnish to Owner a certificate of insurance evidencing the required coverage, naming Owner as an additional insured and providing that the insurance will not be cancelled without thirty (30) days written notice to Owner.

ARTICLE VIII FEES

In consideration of the Services provided pursuant to Article III, Paragraphs 1 – 7, and the JOC System License granted in Article II above, Gordian shall be paid a JOC System License Fee ("License Fee") and Job Order Development Fee according to the following schedule:

JOC System License Fee – Owner shall pay Gordian a License Fee equal to one and ninety-five hundredths percent (1.95%) of the value of the work ordered; and

Job Order Development Fee – Owner shall pay Gordian a Job Order Development Fee of three and five hundredths percent (3.05%) of the value of work ordered.

The JOC System License Fee and Job Order Development Fee shall be payable when a Job Order is issued to the JOC contractor.

In consideration of the option project management services set forth in Article III, Paragraph 8, to be provided on a project-by-project basis and only upon request by Owner, Gordian shall, in addition to the applicable fees set forth above, be paid a Project Management Fee according to the following schedule:

Project Management Fee – Owner shall pay Gordian a Project Management Fee equal to five and ninety-five hundredths percent (5.95%) of the value of work ordered.

The Project Management Fee shall be payable upon completion and acceptance of the work by Owner, except at Gordian's election Job Orders requiring more than sixty (60) days to complete may be invoiced monthly on a percentage of completion basis.

It is understood that Gordian shall charge participating construction contractors a Contractor Licensing Fee ("CLF") of one percent (1%) of the value of the work ordered for the JOC contractors' access to the Gordian's proprietary construction data and JOC applications. Gordian shall be responsible for all administrative duties relating to the invoicing and collections of the CLF.

ARTICLE IX PAYMENT

Gordian shall submit invoices for the Services to Owner monthly. Invoices for Fees shall include a description of all work ordered through the JOC program during the month. Invoices for Additional Services shall include a detailed description of the Additional Services provided during the month.

Owner shall pay Gordian's invoices within thirty (30) calendar days from the invoice date. Any invoice not disputed by Owner in writing within fourteen (14) calendar days from the invoice date shall be deemed proper. In the event of a dispute, Owner shall pay all undisputed invoice amounts within thirty (30) days of the original invoice date.

ARTICLE X TERMINATION

Owner may terminate this Agreement for any reason by providing written notice to Gordian specifying the termination date, which shall be a minimum of thirty (30) days after the date such notice is given. In the event Owner exercises such termination right, Owner shall pay Gordian, within thirty (30) days, the Fees for all work ordered prior to the effective date of termination.

Gordian may terminate this Agreement for cause if Owner shall fail to fulfill its obligation under this Agreement, or if Owner shall violate any of the material provisions of this Agreement, by providing written notice to Owner specifying the cause for such termination and the termination date, which shall be a minimum of seven (7) days after the date such notice is given. In the event Gordian exercises such termination right, Owner shall pay Gordian, within thirty (30) days, the Fees for all work ordered prior to the effective date of termination.

ARTICLE XI EQUAL EMPLOYMENT OPPORTUNITY

Gordian shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital/domestic partner status or disability, except where any of the above is a bona fide occupational qualification or need. Gordian has an affirmative action program to ensure that applicants are employed, and employees are treated during employment without regard to race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital/domestic partner status or disability. Such action includes, but is not limited to, hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE XII FORCE MAJEURE

Neither party shall be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars or an act of God beyond the control of the parties and outside the scope of the parties' respective disaster plans that make performance of the obligations impossible.

ARTICLE XIII INDEPENDENT CONTRACTOR

Gordian is an independent contractor, and neither Gordian nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of Owner. Owner will not be legally responsible for any negligence or other wrongdoing by Gordian, its employees, servants or agents. Owner will not withhold

from payments to Gordian any federal, state or unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Gordian or its employees, servants or agents. Furthermore, Owner will not provide to Gordian any insurance coverage or other benefits, including workers' compensation, normally provided by Owner for its employees.

ARTICLE XIV ASSIGNMENT

Gordian shall not assign, transfer, convey or otherwise dispose of its rights, obligations or interests under this Agreement without the prior written consent of Owner, such consent not to be unreasonably withheld.

ARTICLE XV APPLICABLE LAW

This Agreement and the work performed hereunder shall be governed in all respects by the laws of the State of Washington. The jurisdiction, venue and forum for any litigation with respect hereto shall be in the courts of the King County, WA, and in no other court.

ARTICLE XVI WAIVER

The failure of either party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right, or any other right.

ARTICLE XVII NOTICES

Unless otherwise provided for herein, all notices and other communications required by this Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

To the Owner:

City of Shoreline
Attn: Janet Bulman
17500 Midvale Ave N.
Shoreline, WA 98133
Phone: 206-801-2322
Email: jbulman@shorelilnewa.gov

To Gordian

The Gordian Group, Inc.
Attn: Ammon T. Leshner
30 Patewood Drive, Suite 350
Greenville, SC 29615
Phone: (800) 874-2291
Email: a.lesher@thegordiangroup.com

**ARTICLE XVIII
SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining clauses, phrases, sentences, paragraphs or sections of this Agreement.

**ARTICLE XIX
ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Owner and Gordian and may be amended only by written instrument approved by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner

By: _____

Authorized Signature

John Norris, Acting City Manager

The Gordian Group, Inc.

By: _____

Corporate Officer



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB22-128
October 10, 2022
Ordinance

Item 3.

AGENDA BILL INFORMATION

TITLE:	AB22-128: SR-202 Downtown Snoqualmie Speed Limit Reduction	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	Adopt Ordinance No. 1265 amending the Snoqualmie Municipal Code Section 10.12.030(A)(2) reducing the speed limit of SR-202 from the Northerly City Limits to Mile post 27.95.	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

REVIEW:	Department Director/Peer	Mike Chambless	9/27/2022
	Finance	n/a	Click or tap to enter a date.
	Legal	Anna Astrakhan	9/21/2022
	City Administrator	Mike Sauerwein	9/27/2022

DEPARTMENT:	Parks & Public Works		
STAFF:	Patrick Fry, Project Engineer		
COMMITTEE:	Parks & Public Works	COMMITTEE DATE: October 4, 2022	
MEMBERS:	Bryan Holloway	Ethan Benson	Jo Johnson
EXHIBITS:	1. Ordinance No. 1265 2. Speed Limit Overview 3. WSDOT Speed Study		

AMOUNT OF EXPENDITURE	\$ n/a
AMOUNT BUDGETED	\$ n/a
APPROPRIATION REQUESTED	\$ n/a

SUMMARY

INTRODUCTION

Amending Snoqualmie Municipal Code to reduce the speed limit(s) on SR 202 from Northerly City Limits to mile marker 27.95 (South of Snoqualmie Middle School/ Herfy's Burgers).

LEGISLATIVE HISTORY

In June, 2014 the City of Snoqualmie initiated construction of substantial improvements to SR 202, known as the Town Center Phase 2A Improvements, between milepost 26.55 (Northern Street) and milepost 27.07 (Newton Street); Based on changes instituted as a result of the Town Center Phase 2A traffic control plan, the Washington State Department of Transportation ("WSDOT") determined on the basis of an engineering and traffic investigation that the then-applicable 30 miles per hour speed limit on SR 202 between mileposts 26.55 and 27.07 was greater than what was reasonable and safe under the conditions existing during construction of the Town Center Phase 2A project; On August 11, 2014, the City Council adopted Ordinance No. 1137, which

amended SMC Section 10.12.030 to reduce the speed limit on SR 202 (Railroad Avenue) to 25 miles per hour between milepost 26.55 and milepost 27.7; and Section 4 of Ordinance 1137 provided that its amendment of SMC Section 10.12.030 reducing the speed limit on SR 202 would be of no further force and effect upon the substantial completion of the Town Center Infrastructure Improvements Phase 2A project or June 30, 2015, whichever occurred first; and the City did not declare substantial completion of the Town Center Infrastructure Improvements Phase 2A project until October 2, 2015, which caused the speed limit reduction adopted in Ordinance No. 1137 to expire on June 30, 2015;

BACKGROUND

RCW 46.61.400 establishes Washington State's basic speed law and the maximum speed limits for state highways. The statute also authorizes WSDOT to raise or lower the maximum speed limit when supported by an engineering and traffic investigation. Any speed limit revision must be approved by the State Traffic Engineer and supported by local ordinance.

The SR 202 speed limits in the Snoqualmie area have been 45 mph and 30 mph since 1987. Typical Average Daily Traffic (ADT) has now increased to 10,000, and this segment of SR 202 serves the popular weekend destinations of Snoqualmie Falls, Salish Lodge, Northwest Railway Museum, and the Snoqualmie Ridge golf course. These locations generate recurring congestion on weekends during periods of favorable weather. The complexity of traffic with the proximity of these attractions led the City of Snoqualmie to request a reduction in the speed limit for the 2 ½ mile stretch. In July, 2018, the City of Snoqualmie requested that WSDOT review potential permanent speed reductions on SR 202, due to increased pedestrian and vehicle traffic to / from Snoqualmie Falls; vehicle conflicts arising from vehicles turning into / exiting from the Snoqualmie Falls parking lot; and conflicts between increased pedestrian traffic in historic downtown Snoqualmie and vehicles travelling along SR 202 and/or entering/exiting the back-in, angled parking along SR 202;

ANALYSIS

WSDOT completed a traffic study looking at available crash data, existing speed limits, 85th percentile speed among other necessary data points to determine appropriate speeds throughout this corridor. The study analyzed data January 2017 to December 2021. Conclusions drawn in the speed study are as follows:

- Northerly City Limits - Northern St: **To be lowered to 35mph**
- Northern St – Newton St: **To be lowered to 25mph**
- Newton St – MP 27.95 (Just south of Middle School): **To be lowered to 35mph**

PROPOSED ACTION

Move to adopt Ordinance No. 1265 Amending the Snoqualmie Municipal Code to reduce the speed limit of SR-202 from the Northerly City Limits to Mile post 27.95.

ORDINANCE NO. 1265

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF SNOQUALMIE AMENDING
SNOQUALMIE MUNICIPAL CODE SECTION
10.12.030(A)(2) TO REDUCE THE SPEED LIMIT
ON STATE ROUTE 202 (AKA RAILROAD
AVENUE) BETWEEN MILEPOST 25.42
(NORTHERLY CITY LIMITS) AND MILEPOST
27.95 WITHIN THE CITY OF SNOQUALMIE; AND
PROVIDING FOR SEVERABILITY AND
EFFECTIVE DATE.**

WHEREAS, a portion of State Route 202 also currently known as Railroad Avenue lies within the City of Snoqualmie; and

WHEREAS, pursuant to Snoqualmie Municipal Code (“SMC”) Section 10.12.030(A)(2), the speed limit on SR 202 / Railroad Avenue beginning at milepost 26.55 and ending at milepost 27.39 is 30 miles per hour;

WHEREAS, RCW 46.04.280 and 46.61.415, and SMC Section 10.12.020 authorize the Snoqualmie City Council to alter the maximum speed limit within the city when it determines on the basis of an engineering and traffic investigation that the maximum speed permitted by state law is greater or less than is reasonable and safe under the conditions found to exist; and

WHEREAS, in June, 2014 the City of Snoqualmie initiated construction of substantial improvements to SR 202, known as the Town Center Phase 2A Improvements, between milepost 26.55 (Northern Street) and milepost 27.07 (Newton Street); and

WHEREAS, the traffic control plan approved by the City’s project manager engineer, Gray and Osborne for the Town Center Phase 2A project included temporary elimination of on-street parking, adjustment and narrowing of travel lanes, and other modifications; and

WHEREAS, based on changes instituted as a result of the Town Center Phase 2A traffic control plan, the Washington State Department of Transportation (“WSDOT”) determined on the basis of an engineering and traffic investigation that the then-applicable 30 miles per hour speed limit on SR 202

between mileposts 26.55 and 27.07 was greater than what was reasonable and safe under the conditions existing during construction of the Town Center Phase 2A project; and

WHEREAS, based upon the Washington State Department of Transportation’s engineering and traffic investigation, the City Council determined that 25 miles per hour was the reasonable and safe maximum limit on SR 202 / Railroad Avenue between Milepost 26.55 and Milepost 27.07, and that the current speed limit of 30 miles per hour should be temporarily decreased to 25 miles per hour until substantial completion of the Town Center Infrastructure Improvements Phase 2A project or June 30, 2015, whichever occurs first; and

WHEREAS, on August 11, 2014, the City Council adopted Ordinance No. 1137, which amended SMC Section 10.12.030 to reduce the speed limit on SR 202 (Railroad Avenue) to 25 miles per hour between milepost 26.55 and milepost 27.7; and

WHEREAS, Section 4 of Ordinance 1137 provided that its amendment of SMC Section 10.12.030 reducing the speed limit on SR 202 would be of no further force and effect upon the substantial completion of the Town Center Infrastructure Improvements Phase 2A project or June 30, 2015, whichever occurred first; and

WHEREAS, the City did not declare substantial completion of the Town Center Infrastructure Improvements Phase 2A project until October 2, 2015, which caused the speed limit reduction adopted in Ordinance No. 1137 to expire on June 30, 2015; and

WHEREAS, in July, 2018, the City of Snoqualmie requested that WSDOT review potential permanent speed reductions on SR 202, due to increased pedestrian and vehicle traffic to / from Snoqualmie Falls; vehicle conflicts arising from vehicles turning into / exiting from the Snoqualmie Falls parking lot; and conflicts between increased pedestrian traffic in historic downtown Snoqualmie and vehicles travelling along SR 202 and/or entering/exiting the back-in, angled parking along SR 202; and

WHEREAS, based on an engineering and traffic investigation, the Washington State Department of Transportation (“WSDOT”) has determined that the current speed limits applicable from the northern

City of Snoqualmie city limits and the southern limits of historic downtown Snoqualmie are greater than what is reasonable and safe under vehicle, bicycle, and pedestrian conditions currently existing, and that speed limits on SR 202 within the corporate limits of the City of Snoqualmie should be reduced as set forth below;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SNOQUALMIE,
WASHINGTON, HEREBY ORDAINS AS FOLLOWS:**

Section 1. Amendment of SMC Section 10.12.030. Snoqualmie Municipal Code

Section 10.12.030 is hereby amended to read as follows:

10.12.030 Schedule of approved altered speed limits.

On the basis of engineering and traffic investigation, the following altered speed limits are hereby established:

A. SR 202 (with the approval of the Secretary of Transportation):

1. Beginning at milepost ~~23.80~~ 25.42 (the northerly City of Snoqualmie boundary) and ending at milepost ~~26.55~~ 7 (SE Northern Street), ~~45~~ 35 miles per hour;
 2. Beginning at milepost ~~26.55~~ 7 (SE Northern Street) and ending at milepost ~~27.39~~ 07 (SE Newton Street), ~~30~~ 25 miles per hour, ~~and beginning at milepost 27.07 and ending at milepost 27.39, 30 miles per hour;~~
 3. Beginning at milepost ~~27.39~~ 07 (SE Newton Street) and ending at milepost ~~27.95, 40~~ 35 miles per hour; and
 4. Beginning at milepost 27.95 and ending at milepost 28.28, at the boundary of the corporate limits of the cities of Snoqualmie and North Bend, 50 miles per hour.
- B. Snoqualmie Parkway within the corporate limits of the city, 40 miles per hour. (Ord. 939 § 1, 2003; Ord. 841 § 2, 1999).

Section 2. Coordination With WSDOT. A copy of this Ordinance shall be provided to the Secretary of the Washington State Department of Transportation along with a request that, pursuant to RCW 47.24.020(11), RCW 46.61.415(6) and RCW 47.24.020(13), the Secretary approve the reductions in maximum speed adopted in Section 1 above and authorize the City to install appropriate “25 miles per hour” and “35 miles per hour” maximum speed limit signs, as applicable, in accordance with the Manual on Uniform Traffic Control Devices (“MUTCD”).

Section 3. Effective Date. This ordinance shall become effective five (5) days after passage and publication.

Ord. No. ____
Page 3 of 4

Adopted: _____
Published: _____
Effective:

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Publication. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City at the earliest possible publication date.

Section 6. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

ADOPTED BY THE CITY COUNCIL OF SNOQUALMIE, WASHINGTON THIS
___ DAY OF _____, 2022, AND SIGNED INTO AUTHENTICATION THIS
___ DAY OF _____, 2022.

 Katherine Ross, Mayor

Attest:

 Reina McCauley, Deputy City Clerk

Approved as to form:

 Bob C. Sterbank, City Attorney

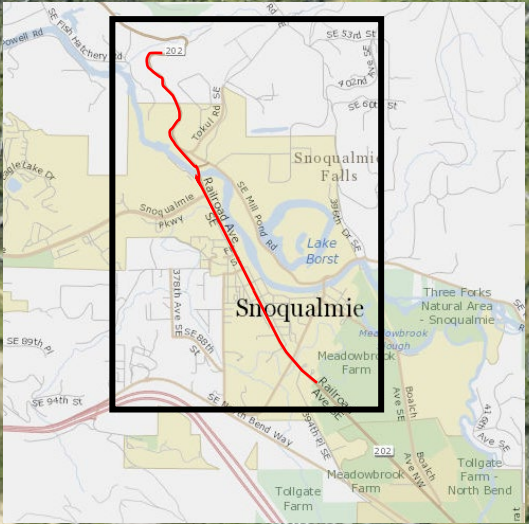
Ord. No. ____
 Page 4 of 4

Adopted: _____
 Published: _____
 Effective: _____

SR 202 Speed Limits City of Snoqualmie

Page 1 of 2

Current speed limit zones



Snoqualmie City Limit

MP 25.42

SPEED LIMIT
45

Snoqualmie Falls

MP 26.55

SPEED LIMIT
30

MP 27.39

SPEED LIMIT
40

Snoqualmie

MP 27.95

SPEED LIMIT
50

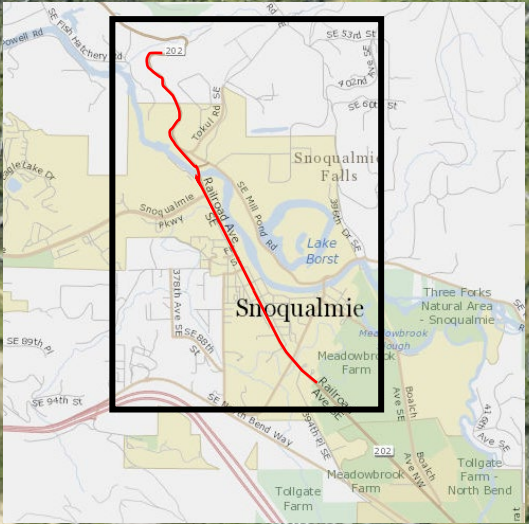
0.3km
0.2mi

47.55189 -121.83992 Degrees

SR 202 Speed Limits City of Snoqualmie

Page 2 of 2

Proposed speed limit zones



SPEED
LIMIT
45

Snoqualmie City
Limit

MP 25.42

SPEED
LIMIT
35

Snoqualmie
Falls

SE Northern St

MP 26.57

SPEED
LIMIT
25

SE Newton St

MP 27.07

SPEED
LIMIT
35

Snoqualmie

MP 27.95

SPEED
LIMIT
50

0.3km
0.2mi

47.55189 -121.83992 Degrees

Engineering and Traffic Investigation – Speed Limit

SR 202 / Snoqualmie MP 25.42 to MP 27.95

February 2022

Background: The SR 202 speed limits in the Snoqualmie area have been 45 mph and 30 mph since 1987. Typical ADT has now increased to 10,000, and this segment of SR 202 serves the popular weekend destinations of Snoqualmie Falls, Salish Lodge, Northwest Railway Museum, and the Snoqualmie Ridge golf course. These locations generate recurring congestion on weekends during periods of favorable weather. The complexity of traffic with the proximity of these attractions has led the City of Snoqualmie to request a reduction in the speed limit for a 2 ½ mile stretch.

Proposed Action:

Based on this engineering & traffic investigation, WSDOT proposes the following recommendations for the individual segments within this section of roadway:

MP 25.42 to MP 26.19 – City Limits to Snoqualmie Parkway - 35 mph

Recommended Speed Limit

- The measured 85th percentile speeds are lower than the current posted speed of 45 mph. In addition, the measured 85th percentile speeds fall within the 10 mph pace range.
- The roadway & roadside characteristics warrant this reduction.

MP 26.19 to MP 26.57 – Snoqualmie Parkway to SE Northern Street - 35 mph

Recommended Speed Limit

- From MP 26.19 to MP 26.55 the 85th percentiles show a need to lower the speed limit from 45 mph.
- From MP 26.55 to 26.57 we will be raising the speed limit from 30 mph to 35 mph.
- The roadway & roadside characteristics warrant this change.

MP 26.57 to MP 27.07 – SE Northern St to SE Newton Street – 25 mph Recommended Speed Limit

- Most of the 85th percentile speeds are below the posted speed of 30 mph and well within the pace range. These measured speeds justify lowering the speed limit to 25 mph
- The roadway and roadside characteristics warrant this change

MP 27.07 to MP 27.95 – SE Newton St to Milepost 27.95 – 35 mph recommended Speed Limit

- The measured 85th percentile speeds are lower than the posted speed of 40 mph. In addition, the measured 85th percentile speeds fall within the 10 mph pace range.
- The roadway & roadside characteristics warrant this reduction.

Speed Field Study:

Speed studies were conducted in April of 2019. The table below summarizes the speed measurements.

SR 202 Snoqualmie Area Measured Speeds

Date	Location	Location (Description)	Direction	85th Percentile Speed (mph)	10 mph Pace Range (mph)	Current Posted Speed
April 2019	25.8	EB shoulder	EB	39	30-39	45
April 2019	25.8	EB shoulder	WB	37	29-38	
April 2019	26.86	WB shoulder	EB	27	20-29	30
April 2019	26.86	WB shoulder	WB	27	20-29	
April 2019	27.15	WB shoulder	EB	36	28-37	
April 2019	27.15	WB shoulder	WB	34	26-35	
April 2019	27.50	EB shoulder	EB	39	31-40	40
April 2019	27.50	EB shoulder	WB	39	31-40	

85th Percentile Speed: measured speed at which 85 out of 100 vehicles travel at or below

10 mph Pace Range: the 10 mph range of speed that the most vehicles are traveling at

Crash Analysis:

Crash data were analyzed for five years from January 2017 to December 2021.

MP 25.42-26.19

Total of 18 crashes with no fatal and 7 injury crashes.

- 5 were **entering at angle** crashes
- 4 were **single-vehicle/fixed object** crashes
- 4 were **rear-end** crashes
- 2 were **opposite direction one left turn-one straight** crashes
- One crash was reported for the following types: parking related, pedalcycle related, and vehicle overturned

MP 26.19-26.57

Total of 12 crashes with no fatal and 4 injury crashes.

- 7 were **rear-end** crashes
- 2 were **entering at angle** crashes
- One crash was reported for the following types: single vehicle-fixed object, parking related, and a vehicle crash with elk

MP 26.57-27.07

Total of 23 crashes with none fatal and 5 injury crashes.

- 7 were **rear-end** crashes
- 6 were **parking** related crashes
- 5 were **entering at angle** crashes
- 2 **sideswipe** crashes
- One crash was reported for the following types: single vehicle-fixed object, pedalcycle related, and opposite direction one left turn-one straight
-

MP 27.07-27.95

Total of 24 crashes with none fatal and 8 injury crashes.

- 12 were **rear-end** crashes (5 crashes)
- 5 were **fixed object** crashes

- 3 were **entering at angle** crashes
- 2 were **vehicle crashes with elk**
- One crash was reported for the following types: parking related and sideswipe

Other Considerations:

Average Daily Traffic Volume – The ADT in 2018 and 2019 was 11,000, reducing to 10,000 in 2020 during the pandemic, at the junction with Snoqualmie Parkway.

Truck Percentage – Truck percentages are unavailable on the segment of SR 202 between Fall City and North Bend.

Roadway Characteristics

MP 25.42 to MP 26.19 – City Limits to Snoqualmie Parkway - 35 mph recommended Speed Limit

There is one eleven-foot lane in either direction in this section, with a 4-foot asphalt shoulder on either side. It cuts through a wooded hillside with guardrail on the downhill (east) side. The segment is a continuous no passing zone. Six (6) driveways serve parking lots and the Snoqualmie Falls facility. Left turn lanes to driveways in both directions are provided at MP 25.7; a right turn lane is provided in the increasing direction at the same location. A single-lane roundabout serves the intersection of Tokul Rd SE. A bridge passes over the Snoqualmie River from MP 26.00 to MP 26.08. The increasing direction continues as two lanes to Snoqualmie Parkway, which is signalized.

MP 26.19 to MP 26.57 – Snoqualmie Parkway to SE Northern St - 35 mph recommended Speed Limit

This segment begins at the signalized intersection of Snoqualmie Parkway, where there is a left turn lane in the decreasing direction. There are 11-foot lanes in each direction with 4-foot to 8-foot asphalt shoulders.

MP 26.57 to MP 27.07 – SE Northern St to SE Newton Street – 25 mph recommended Speed Limit

From this point on the area has a feel of a downtown area. There is curb and gutter on both sides, with the sidewalk continuing on the west side. There are bulb-outs on the east side to allow for on-street angle parking. There is parallel parking allowed on the west side of the street.

MP 27.07 to MP 27.95 – SE Newton St to Milepost 27.95 – 35 mph recommended Speed Limit

This segment has adjoining residential neighborhoods with local connectors intersecting SR 202. There are 11 foot lanes in each direction with 4 to 8-foot asphalt shoulders. There is a signalized intersection at Meadowbrook Way SE, which is one of the access points to Mt Si High School. Just southeast of the Meadowbrook Way SE intersection is Snoqualmie Middle School.

Roadside Development and Lighting

- The beginning of this segment (MP 25.42 to MP 25.62) of SR 202 is bordered by woodland development with no driveway access and no roadway illumination.
- At MP 25.62 commercial development for Salish Lodge and Snoqualmie falls begins and there are right and left turn bays, and multiple access points. A pedestrian walkway is built across the roadway at MP 25.70. Roadway illumination begins at MP 25.60 and is present on the west side for the rest of the length of the segment and is augmented with lighting on the other side from MP 26.15 to the end of the segment.
- There is some on-site illumination for adjacent commercial & residential developments.

Parking, Pedestrians and bicyclists

- Pedestrians have been observed crossing SR 202 at-grade between the driveways of the Snoqualmie Falls facilities even through a grade

separated walkway is available and access to the walkway is adjacent to the driveway.

- There is legal street parking available, including back-in angle parking, in downtown Snoqualmie on SR 202 from MP 26.72 to MP 27.07.
- A bike path begins to parallel the roadway on the west side just south of the Snoqualmie River and continues southward to where it changes to a concrete sidewalk at SE Fir St. at MP 26.65. Curb and gutter begins on both sides at MP 26.60 and continues to the end of the segment.
- On the east side of the roadway, a working historic Northern Pacific Railroad line parallels SR 202 from north of Snoqualmie Parkway southward. There is a renovated Victorian train depot, park and museum and on weekends regularly scheduled trains run April through October.

Engineering & Traffic Investigation – Speed Limit

RCW 46.61.400 establishes Washington State’s basic speed law and the maximum speed limits for state highways. The statute also authorizes WSDOT to raise or lower the maximum speed limit when supported by an engineering and traffic investigation. Any speed limit revision must be approved by the State Traffic Engineer and supported by local ordinance.

Speed Limit Basics

Washington State’s basic speed law recognizes that driving conditions and speeds may vary widely from time to time. No posted speed limit can adequately serve all driving conditions. Motorists must constantly adjust their driving behavior to fit the traffic & environmental conditions they meet. Speed limits encourage consistent travel speeds, fostering safety for the traveling public by reducing the speed differentials between motor vehicles.

Speed limits reflecting the speed most motorists naturally drive are selected in large part by determining the 85th percentile speed (the speed that 85 out of 100 vehicles travel at or below) and the 10 mph pace speed (the 10 mph range of speed that the most vehicles are traveling at; ideally greater than 70%). WSDOT’s experience, supported by national experience, is that reasonable drivers will consider roadway and roadside conditions when selecting travel speeds.

Speed limits should be reevaluated along highway segments that have undergone a significant change in roadway characteristics or surrounding land use since the last review. WAC 468-95-045 provides guidance for this type of engineering evaluation. When setting speed limits (non-freeway), WSDOT traffic engineers consider other factors like:

- Roadway characteristics, shoulder condition, grade, alignment, and sight distance
- Roadside development and lighting
- Parking practices (if applicable), and pedestrian & bicycle activity
- Collision rates and traffic volume trends

The range of travel speeds is reduced when speed limits are set near the 85th percentile speed, within the middle to upper end of the 10 mph pace range, and adjusted for other influencing factors.



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB22-144
October 10, 2022
Committee Report

Item 4.

AGENDA BILL INFORMATION

TITLE:	AB22-144: Temporary License Agreement with Girard Resources & Recycling	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	Move to approve the Temporary Revocable License Agreement with Girard Resources & Recycling, LLC and authorize the Mayor to sign.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

REVIEW:	Department Director/Peer	Mike Chambless	Click or tap to enter a date.
	Finance	n/a	Click or tap to enter a date.
	Legal	Bob Sterbank	Click or tap to enter a date.
	City Administrator	Mike Sauerwein	Click or tap to enter a date.

DEPARTMENT:	Parks & Public Works		
STAFF:	Jeff Hamlin, Bob Sterbank		
COMMITTEE:	Parks & Public Works	COMMITTEE DATE: October 4, 2022	
MEMBERS:	Bryan Holloway	Jo Johnson	Ethan Benson
EXHIBITS:	1. Temporary Revocable License Agreement 2. Conceptual Drawing of Drainage Improvements		

AMOUNT OF EXPENDITURE	\$ n/a
AMOUNT BUDGETED	\$ n/a
APPROPRIATION REQUESTED	\$ n/a

SUMMARY

INTRODUCTION

This agenda bill would approve a Temporary License Agreement between the City of Snoqualmie and Girard Resources & Recycling, LLC ("Girard"). The Agreement would authorize Girard to make certain improvements to a portion of the property leased by Girard adjacent to the City's wastewater treatment plant, and to discharge stormwater runoff from the leased property to stormwater detention ponds located east of the wastewater treatment plant.

LEGISLATIVE HISTORY

Resolution No. 1366, adopted September 26, 2016. This resolution declared a portion of certain property (King County Parcel No. 3024089079) surplus to the City's current and future municipal utility needs for the reasonably foreseeable future, and that the portion of the property was not required for wastewater treatment or other municipal utility purposes and could instead be leased to third parties.

Res. 1366 also authorized the City to lease this surplus property to Girard Resources & Recycling, LLC (“Girard”).

BACKGROUND

A. Former Sewage Lagoons

Until the mid-1990s, the City’s wastewater treatment plant utilized open-air lagoons as part of the secondary wastewater treatment plan. By the early 1990s, it had been determined that the lagoons were unlined, leaking, and lacked capacity to serve additional development within the City. The City and its consultants identified necessary improvements for the wastewater plant, including construction of secondary clarifiers and sludge storage/treatment facilities to provide additional treatment capacity for the anticipated Snoqualmie Ridge developments, and to also allow for use of the lagoons to be discontinued. The City entered into various 1996 agreements with Weyerhaeuser Real Estate Company (“WRECO”), including a Developer Extension Agreement and an Easement and Agreement. The new wastewater facilities were constructed in 1997, and use of the lagoons discontinued.

In March 2006, the Washington Department of Ecology notified the City that even though the lagoons were no longer being actively used for controlled wastewater treatment, biosolids continued to be physically present in the lagoons. Ecology determined that this constituted “storage” of the biosolids, but that the storage had exceeded the 2-year limit allowed by applicable federal biosolids regulations. Ecology requested that the City prepare a plan for removal and disposal of the biosolids, and for handling of biosolids generated by future wastewater operations. Ecology also required that if the lagoons were to be used for future biosolid storage, they needed to be lined to prevent groundwater contamination, and biosolids had to be regularly removed to ensure that storage did not exceed the 2-year regulatory limitation. Ecology then issued a Notice of Violation for discharge of sewage sludge leachate from the lagoons to groundwater, and required the City to submit a report identifying what had been / was being done to stop the discharge to groundwater.

Thereafter, after preparation of the required plans and environmental review in 2010, the City entered into a letter agreement in 2011 to allow Girard to dispose of the biosolids and to place 150,000 cubic yards of clean, compactible fill in the lagoons, in exchange for Girard’s agreement to comply with the conditions of a geotechnical report and indemnify and hold the City harmless from damages, penalties, fees or fines resulting from Girard’s activities, or from any discharge by Girard of hazardous substances present in any fill deposited in the former lagoons. The letter agreement had a term of 4.5 years, which was extended twice, until August 1, 2016.

B. City Lease to Girard

On September 26, 2016, the City Council approved Res. No. 1366, which authorized a lease to Girard of the surplus property created by virtue of Girard’s activities filling the former lagoons. The lease authorized use of the property for Girard’s “earth materials use, sales and distribution”; in practical terms, Girard recycles concrete, asphalt and other fill materials, and dewateres and processes concrete slurry, then re-uses the resulting concrete, soil and earth products. This work involves a concrete crushing machine, and truck delivery and pickup of concrete, soil and compost materials. Girard’s lease requires it to be responsible for compliance with all applicable laws and regulations, and to obtain any necessary permits, licenses or approvals required by any governmental bodies or agencies.

C. Waste Action Project v. Girard

On April 2, 2021, a citizen's group known as Waste Action Project ("WAP") filed a citizen suit against Girard under the federal Clean Water Act ("CWA"). In its complaint, WAP alleged that Girard violates the CWA by discharging stormwater associated with industrial activity to the Snoqualmie River without authorization under a National Pollutant Discharge Elimination System ("NPDES") permit. While Girard's operation is authorized in part by a State Waste Discharge Permit, this permit governs the discharge of wastewater generated by the concrete slurry dewatering process to the City's Water Reclamation Facility. The Waste Discharge Permit does not authorize or regulate stormwater discharged from the property at the Girard lease site. WAP alleged that Girard was required to seek coverage under one of two possible NPDES Permits: the Industrial Stormwater General NPDES Permit or the Sand & Gravel General NPDES Permit.

To address the WAP lawsuit allegations, Girard proposes to make certain improvements to the leased property, so that it will direct stormwater generated on the site to two stormwater ponds located adjacent to the east of the City's wastewater plant. From the ponds, stormwater would then eventually discharge to a large, constructed wetland located east of the two ponds, from which it will eventually drain to the Snoqualmie River. The two ponds were originally constructed to accommodate drainage from the property while the wastewater plant improvements and the lagoon-filling work was performed. To accommodate this proposal, Girard has requested that the City authorize its access to the ponds by approving a temporary license agreement. Girard then plans to seek coverage under one of the two available general stormwater NPDES permits. WAP has indicated that such actions can facilitate resolution of the pending lawsuit.

ANALYSIS

The proposed Temporary License Agreement would authorize Girard to construct a stormwater conveyance system that would utilize an open-air ditch along the north boundary of the Girard lease site, to a pre-settling area, from which it would drain to two stormwater ponds. In addition, Girard would install a pump to send overflow stormwater drainage from a pond, located to the southwest of the Girard leased property through a force main to the open-air ditch, which would then drain to the two stormwater ponds along with other stormwater from the Girard leased property. The conveyance system will include an installation of a pump, pipe, and drainage ditch for the conveyance of stormwater. The Agreement functions to authorize Girard's use of two stormwater ponds, as well as to install a pump and the force main across other City property, to convey overflow drainage to the open-air ditch and then into the two stormwater ponds. The Temporary License Agreement does not require the City to bear the cost of any of the work or improvements authorized in the Agreement.

BUDGET IMPACTS

N/A at this time. Girard will bear the costs of constructing stormwater improvements authorized by the temporary license agreement, in order to address its pending litigation brought by Waste Action Project.

NEXT STEPS

Girard has requested that the City consider a new, longer term lease governing its use of the currently-leased property. Staff plan to present more information pertaining to Girard's request at future Committee meetings, following Girard's resolution of the pending litigation. If approved, a longer-term lease could supersede the temporary license agreement.

PROPOSED ACTION

Move to approve the Temporary Revocable License Agreement with Girard Resources & Recycling, LLC and authorize the Mayor to sign.

TEMPORARY REVOCABLE LICENSE AGREEMENT

This Temporary Revocable License Agreement (“Agreement”) is made as of October ____, 2022 (“Effective Date”) by and between the CITY OF SNOQUALMIE, WASHINGTON, a Washington municipal corporation (“City”), and GIRARD RESOURCES & RECYCLING, LLC, a Washington limited liability company (“Girard”). The City and Girard are sometimes referred to individually as a “Party”, and collectively as the “Parties.”

Recitals

- A. The City owns the real property described on Exhibits A and B hereto and located in the City of Snoqualmie, King County, Washington.
- B. Girard leases the real property described on Exhibit B (“**Leased Property**”) from the City, which is adjacent to the City’s property shown on Exhibit A (“**Subject Property**”). Both the Leased Property and Subject Property are shown on the vicinity map at Exhibit C.
- C. Girard desires to conduct the Activities described herein to facilitate stormwater conveyance from the Leased Property to the City’s stormwater retention ponds on the Subject Property.
- D. The City desires to grant permission for the activities pursuant to this Agreement and subject to the terms set forth herein.

The City and Girard hereby agree as follows:

1. Permitted Activities. On the terms set forth in this Agreement and effective upon the mutual execution of this Agreement, Girard, its employees, agents, contractors, consultants, invitees, volunteers, or other persons associated with or acting on behalf of Girard (“**Invitees**”), shall have the right to access the Subject Property in order to conduct the following identified activities on the Subject Property owned by the City (the “**Activities**”):

Improvement of the existing drainage system, to meet anticipated requirements of an Industrial Stormwater Permit. Such improvements may include grading, excavation, stormwater conveyance, flow control, installation of pump and pipe to convey overflow from Pond 1 on Exhibit C, across the grade “break” on the Leased Property, and into the drainage ditch that will convey water northeast along the north boundary of the Leased Property to two storm ponds, identified as Pond 2 and 3 on Exhibit C, on the City’s Subject Property, from where it will drain to the constructed wetland.

This Agreement and Girard’s right of entry shall be contingent upon approval by the City of Girard’s final design and engineering plans for the Activities. Upon receipt of the City’s approval of Girard’s final design and engineering plan, the City grants permission to Girard to conduct such Activities on the Subject Property.

2. Use of Subject Property. Girard shall have the right to operate and maintain in good working order and safe condition the stormwater improvement features identified in Paragraph 1 and to use Ponds 2 and 3 on the Subject Property to receive and retain stormwater overflow from Pond 1 and from the Leased Property. Girard shall have the obligation to operate and maintain the stormwater improvement features constructed pursuant to Paragraph 1 in good working order and safe condition for its own benefit and for the benefit of the City, including utilizing such facilities to pump and convey excess stormwater from Pond 1 to Pond 2 or 3, until such time as the Leased Property is no longer leased by Girard. If Girard knows or has a reasonable basis to believe that Pond 1 stormwater is contaminated by a spill or release of Hazardous Substances, as defined in RCW 70A.305.020, in amounts in excess of applicable standards, Girard will immediately inform the City and will cease pumping from Pond 1. Girard will promptly sample the subject stormwater to determine whether it contains Hazardous Substances, as defined in RCW 70A.305.020, in excess of applicable standards. Girard's obligation to pump stormwater from Pond 1 shall resume when testing confirms that the presence of Hazardous Substances, if any, do not exceed applicable standards. While testing is ongoing, the City may require that Girard pump Pond 1 stormwater into an isolated tank, if needed to avoid overflow of Pond 1 stormwater or potential release of Pond 1 stormwater into the environment. If testing reveals the presence of Hazardous Substances in excess of applicable standards, Girard and the City will consult on an appropriate course of action.

3. Conditions. When entering the Subject Property, Girard will adhere to these conditions, guidelines, and warnings:
 - (a) The City may inspect at any time the area where the Activities are taking place on the Subject Property to ensure that such Activities do not interfere with the City's ownership and use of the Subject Property.
 - (b) While conducting the Activities on the Subject Property, Girard shall not obstruct or interfere with access to any surrounding properties that use the same access route.
 - (c) Girard will comply with any and all applicable environmental laws (including but not limited to the Federal Clean Water Act), regulations, or permits in carrying out any Activity on the Subject Property or the Leased Property.
 - (d) Girard will not discharge a pollutant for purposes of the Federal Clean Water Act to any Waters of the United States prior to obtaining an NPDES permit. Once an NPDES permit is obtained, Girard will not discharge a pollutant into any Waters of the United States unless in compliance with a currently effective permit.
 - (e) All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or the City or its staff. All work shall be carried on with due regard for the safety of the public, and Girard shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways.
 - (f) Girard shall not use the Subject Property in any way that materially interferes with the use of the Subject Property by the City, or by other lessees or licensees of the City.

- (g) Girard shall be responsible for prompt clean of up and disposal of refuse, waste, and debris produced by the Activities and for removal of equipment, trailers or containers used in the construction of the Activities that are no longer to be used in Girard's regular business. Refuse shall not be permitted to accumulate to the extent that it interferes with vehicular and pedestrian safety. Should the City determine Girard is not fulfilling its obligation in this regard, the City reserves the right to take such action as may be necessary, and to charge Girard with any costs that may be incurred in such remedial action.
 - (h) In the event Girard causes damage of any kind to the Subject Property or offsite property or natural resources during the Term, as defined in Paragraph 4, Girard shall repair the damage and restore the Subject Property at its sole cost and expense, without delay or interruption and within the reasonable time allowed by the City.
 - (i) Prior to initiating the Activities, Girard shall obtain any necessary federal, state or local permit, license, or approval for such Activities.
 - (j) Prior to initiating the Activities, Girard shall obtain the City's approval of final engineering and design plans.
4. Term; Termination. Girard must complete the Activities by April 15, 2023. Girard's rights and obligations under Paragraphs 1, 2 and 3 will continue until the expiration or termination of Girard's lease (now in effect or entered into in the future with the City) of the Leased Property, at which point this Agreement will terminate ("**Term**").
5. Notice. All Notices or requests required under this Agreement shall be in writing and deemed given when (a) delivered in person, (b) when deposited with a reputable overnight courier service, provided that any such Notice shall not be deemed received until the next business day after deposit; or (c) by electronic mail if a copy of the Notice is also sent by overnight courier, in which case Notice shall be deemed delivered on transmittal by electronic mail before 5:00 p.m. on a business day (otherwise, any Notice sent after 5:00 p.m. shall be deemed received on the next business day). All Notices must be properly addressed to the Parties as in Paragraph 6 below.
6. Contacts.

City:

City Administrator
P.O. Box 987
Snoqualmie, WA 98065
Facsimile: (425) 831-6041

Girard:

Girard Resources & Recycling, LLC
P.O. Box 14727
Mill Creek, WA 98092
Facsimile: (425) 787-1600

7. Restoration. In the event that Girard causes damage of any kind to the Subject Property during the course of the Activities, including without limitation any damage to the Subject Property caused by cutting, boring, jack hammering, excavation or other work, and including latent damage not immediately apparent at the time of the work, Girard shall repair the damage and restore the Subject Property at its sole cost and expense, without delay. Upon termination of this Agreement, Girard shall restore the Subject Property to its original condition at its sole expense, except that Girard is not obligated to remove physical features constructed as part of the Activities, unless otherwise required pursuant to Paragraph 8.
8. Removal. If requested by the City in writing at least 30 days prior to the termination of Girard's current or future lease, Girard will remove any physical features constructed as part of the Activities at Girard's sole expense.
9. Discharge of Liens. Girard will promptly pay (and shall secure the discharge of any liens asserted by) all persons or entities furnishing any labor, services, materials, equipment, supplies or other items relating to the Activities to or upon the area for Girard's benefit. Girard's obligations set forth in this Paragraph 9 shall survive the Termination of this Agreement.
10. Assumption of Risk. Girard, on its own behalf and on behalf of any Invitee on the Subject Property with, or without the consent of Girard, acknowledge that the Subject Property has a variety of potentially hazardous conditions and risks; and assume all risks and dangers associated with or arising from the conditions of the Subject Property, including property damage, personal injury and death, which arise out of the entry by any of Girard's Invitees on the Subject Property pursuant to the rights granted in this Agreement. The City shall have no obligation or liability with respect to such conditions or any other portion of the Subject Property for use by Girard, or Girard's Invitees, pursuant to the rights granted in this Agreement. The City shall not be liable for any damage, either to person or property, sustained by Girard or its Invitees on the Subject Property caused by any defects now in the Subject Property or hereafter occurring therein.
11. Indemnification. Except to the extent of the City's own willful misconduct or gross negligence, Girard shall indemnify, defend and hold harmless the City and the City's elected representatives, agents, employees and representatives, and their respective successors and assigns, from and against all claims, actions, losses, liabilities, damages, costs, obligations of any nature, and any and all expenses of any nature (including, but not limited to, all losses, damages, judgments, and reasonable attorneys' fees and costs, or fines, fees or penalties) incurred, suffered by, or claimed against the City arising from any property damage to the Subject Property of any kind whatsoever or injury to persons caused by Girard arising out of the Activities or use of the Subject Property, including from or related to the actions or inactions of Girard's employees or its Invitees, and arising out of or in any way connected with Girard's or its Invitees' entry upon the Subject Property and/or the performance of any of the Activities listed in Paragraph 1. Girard's obligations set forth in this Paragraph 11 shall survive the Termination of this Agreement.
12. Insurance Waiver. Girard specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the Parties.

13. Release. Except for instances of the City's own willful misconduct or gross negligence, the City is not responsible for injuries incurred by Girard or its Invitees while on the Subject Property (including injuries incurred due to the accidental acts of the City or its representatives). By signing below, Girard agrees not to sue the City for any injuries incurred on the Subject Property during the Term of this Agreement (regardless of their cause), unless such injuries are caused by the willful misconduct or gross negligence of the City or its contractors. Any claims by Girard against the City arising out of the willful misconduct or gross negligence of the City shall be limited to the sole willful misconduct or gross negligence of the City, or to the extent there is concurrent gross negligence or willful misconduct, to the extent of the City's willful misconduct or gross negligence.
14. Insurance. Girard shall carry and maintain, and shall require its contractors to carry and maintain, Commercial General liability insurance written on an occurrence basis with available limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, including death, and property damage combined. Such insurance shall be in a form and with insurers acceptable to the City, acting reasonably, and shall contain coverage for all premises and operations, broad form property damage and contractual liability. Any policy which provides the insurance required under this paragraph shall:
- (a) be endorsed to name the City and its elected officials, employees, agents, and representatives as additional insureds (the "**Additional Insureds**") with respect to any liability arising out of Girard or any Invitee's presence on or about the Subject Property,
 - (b) be endorsed to be primary to any insurance maintained by the Additional Insureds,
 - (c) contain a severability of interest provision in favor of the Additional Insureds, and
 - (d) contain a waiver of any rights of subrogation against the Additional Insureds.

If licensed vehicles will be used in connection with this Agreement, Girard shall carry and maintain, and shall ensure that its Invitees who uses licensed vehicles in connection with this Agreement carry and maintain, Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Girard shall cover or maintain, and shall require its Invitees to cover or maintain, insurance in accordance with the applicable laws relating to workers' compensation, with respect to all of their respective employees working on or about the Subject Property, regardless of whether such coverage of insurance is mandatory or merely elective under the law. **Girard shall not access the Subject Property unless it has first provided to the City a certificate(s) of insurance reflecting full compliance with the requirements set forth in Paragraph 14.** Further, Girard shall, within ten (10) days of the City's written request, provide the City with a copy of the insurance policy(ies) reflecting full compliance with the requirements set forth herein. Such certificate(s) and policy(ies) shall list the City as a certificate holder and shall be kept current and in compliance throughout the period of this Agreement and shall provide for thirty (30) days' advance written Notice to the City in the event of cancellation.

15. Invitees. Girard is responsible for all actions of its Invitees in execution of work under this Agreement and shall require its Invitees to comply with Paragraphs 11, 13, and 14.

16. Compliance with Laws. In carrying out the Activities under this Agreement, Girard shall comply with all applicable laws and regulations now or hereafter enacted. Further, Girard is responsible for meeting all applicable federal, state and local safety and other codes, and for obtaining all applicable federal, state and local permits, licenses, or other authorizations required for the Activities (including, but not limited to, such laws or permits as may pertain to building, zoning, shoreline regulation, environmental protection or other matters pertaining to the general public health, safety and welfare). The City makes no representation or warranty as to whether Girard will need any other permits, licenses or other authorizations that may be required for the Activities. It is Girard's responsibility to check with the governing jurisdictions and regulatory agencies.
17. Nature of Agreement. This Agreement is merely permission to enter the Subject Property for the purposes stated herein and in no way entitles Girard to any legal rights to remain on the Subject Property. Upon expiration of the Term, this Agreement will terminate, except for any terms or obligations that survive termination. Any future entry onto the Subject Property after termination shall require a new license agreement.
18. Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.
19. Amendment; Assignment. This Agreement may only be amended or modified by a written instrument executed by both Parties. This Agreement may not be assigned by either Party except by a written instrument executed by both Parties.
20. Rules of Construction. The headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court, King County, Washington.
22. Authority to Bind Parties and Enter Into Agreement. The undersigned represent that they have full authority to enter into this Agreement for and on behalf of the legal entities or vested owner set forth below.
23. Incorporation of Exhibits. All exhibits referred to in this Agreement are incorporated herein by such reference and made a part of this Agreement.
24. Counterparts. This Agreement may be executed and acknowledged in multiple counterparts as may be necessary for the convenience of the Parties, which together shall constitute one agreement. The original counterpart signature pages may be detached from counterpart copies and re-attached to a single original copy. A Party may deliver the executed counterpart of this Agreement by PDF or facsimile transmission to the other Party, which PDF or facsimile copy shall be deemed to be an original executed signature page.

EXECUTED as of the date first above written.

THE CITY OF SNOQUALMIE

GIRARD RESOURCES & RECYCLING, LCC

By:

Its:

Date: _____

By:

Its:

Date: _____

DRAFT

DRAFT

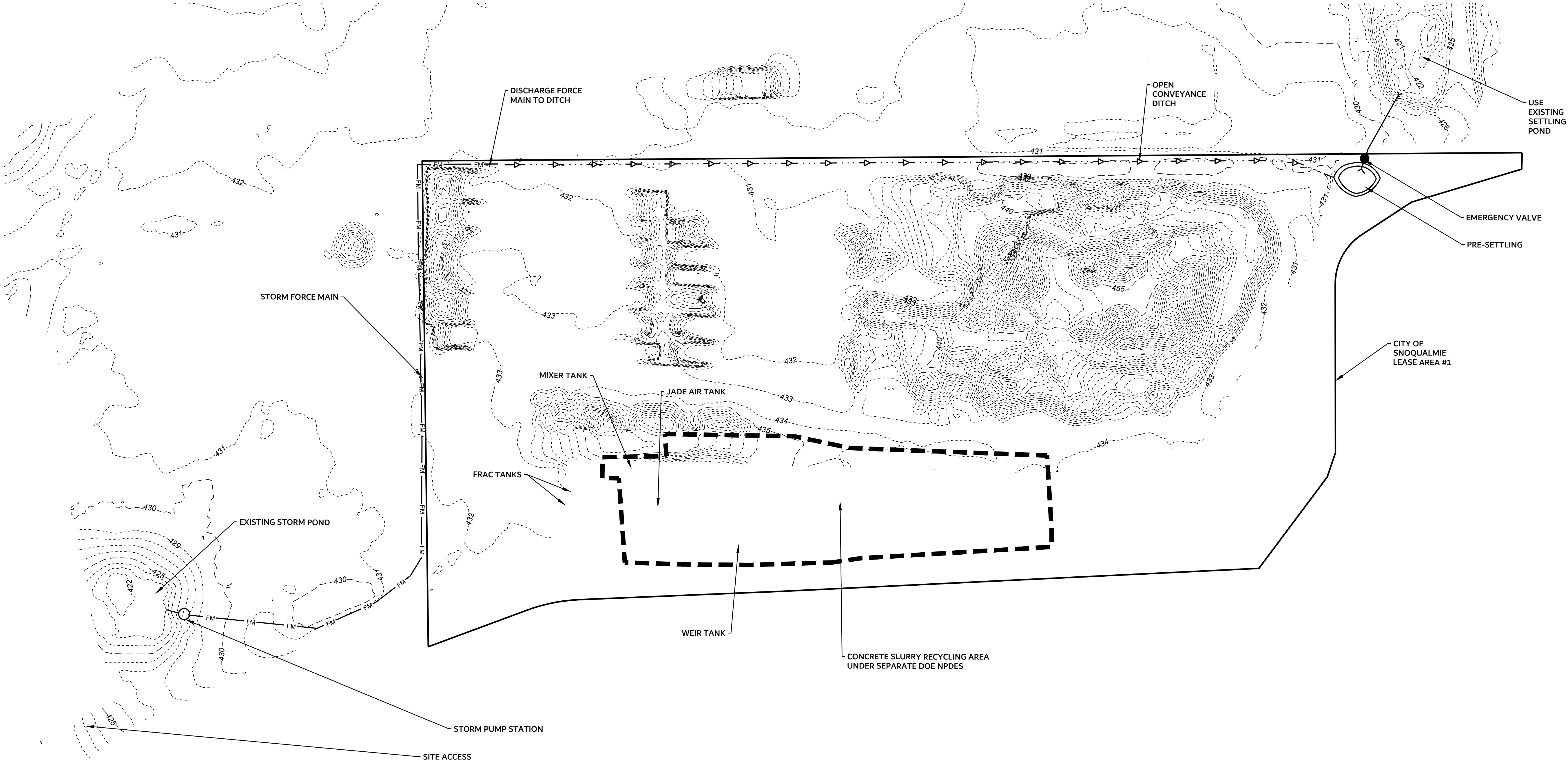
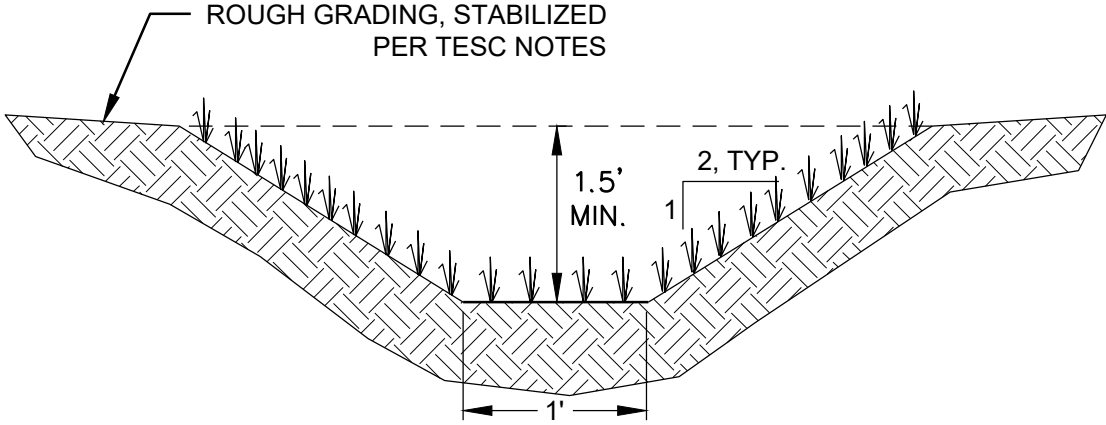
EXHIBIT A
LEASE AREA #1
LEGAL DESCRIPTION:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION
30, TOWNSHIP 24 N., RANGE 8 E., W.M., DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE SOUTH 89°05'10" EAST 2653.78 FEET, ALONG THE NORTH LINE OF SAID SECTION,
TO THE NORTHEAST CORNER OF SAID SECTION;
THENCE NORTH 89°05'10" WEST, ALONG SAID NORTH LINE, 1110.92 FEET;
THENCE SOUTH 00°54'50" WEST 178.94 FEET, TO THE INTERSECTION OF 2 CHAIN LINK
FENCES AND THE POINT OF BEGINNING;
THENCE SOUTH 56°20'15" WEST, ALONG THAT CHAIN LINK FENCE RUNNING IN A
SOUTHWESTERLY DIRECTION, 790.98 FEET;
THENCE SOUTH 33°57'39" EAST 349.25 FEET, TO A CHAIN LINK FENCE RUNNING
NORTHEASTERLY AND SOUTHWESTERLY;
THENCE THE NEXT SEVEN (7) COURSES AND DISTANCES ARE ALONG SAID CHAIN LINK
FENCE;
THENCE NORTH 36°27'11" EAST 76.22 FEET, TO A POINT OF CURVATURE TO THE RIGHT
HAVING A RADIUS OF 120.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
17°40'45", AN ARC DISTANCE OF 37.03 FEET, TO A POINT OF TANGENCY;
THENCE NORTH 54°24'24" EAST 146.08 FEET;
THENCE NORTH 54°00'56" EAST 344.06 FEET;
THENCE NORTH 03°34'03" EAST 82.00 FEET;
THENCE NORTH 14°25'45" WEST 18.52 FEET;
THENCE NORTH 33°20'48" WEST 121.32 FEET, TO A POINT BEING AT THE APPROXIMATE
LOCATION OF THE END OF SAID CHAIN LINK FENCE AND THE BEGINNING OF A
TEMPORARY SILT FENCE AND TO A POINT OF CURVATURE TO THE RIGHT HAVING A
RADIUS OF 42.00 FEET;
THENCE NORTHERLY ALONG SAID CURVE, WHICH CLOSELY FOLLOWS SAID TEMPORARY
SILT FENCE, THROUGH A CENTRAL ANGLE OF 56°55'26", AN ARC DISTANCE OF 41.73 FEET,
TO A POINT OF TANGENCY;
THENCE NORTH 23°34'38" EAST, ALONG A LINE WHICH CLOSELY FOLLOWS SAID
TEMPORARY SILT FENCE, 42.84 FEET, TO A POINT BEING AT THE APPROXIMATE LOCATION
OF THE END OF A CHAIN LINK FENCE;
THENCE NORTH 40°03'55" EAST, ALONG SAID CHAIN LINK FENCE, 82.74 FEET, TO AN
ANGLE POINT IN SAID CHAIN LINK FENCE;
THENCE NORTH 31°38'22" WEST 11.85 FEET, TO THE POINT OF BEGINNING.

NOTES:
1. AERIAL PHOTOGRAPH & CONTOURS PROVIDED BY OWNER

SWALE
LINING FOR OPEN DITCHES & CHANNELS
1. SLOPES LESS THAN 5%, VEGETATION LINED;
2. SLOPE BETWEEN 5% & 9% VEGETATION OR ROCK LINED
QUARRY SPALLS AS DEFINED IN SECTION 9-13.6 OF THE
WSDOT/AWPA SPECIFICATIONS
3. DITCHES WITH SLOPES IN EXCESS OF 9% SHALL BE PLACED
IN CLOSED CONVEYANCE SYSTEM UNLESS ALTERNATIVE
ENGINEERED DESIGN IS APPROVED



REVISIONS

ENGINEERS
SURVEYORS
(360) 794-7811
(206) 343-5903
FAX: (360) 805-9732

HARMSEN
2822 COLBY AVE., SUITE 300
EVERETT, WA 98201

DRAFT
8/2/2021

GIRARD RESOURCES
38180 SE MILL POND RD
SNOQUALMIE, WA 98065
CONCEPTUAL DRAWING

DATE:
8-19-22

JOB #:
22-298

811
Know what's below.
Call before you dig.

C1.0