

**MANAGEMENT AGREEMENT  
JOINT PUBLIC SAFETY FACILITY PROJECT  
City of Port Angeles and Clallam County, Washington  
July 2023**

This Management Agreement (Agreement) is made and entered into by and between the City of Port Angeles (City), a code city and municipal corporation of the state of Washington and Clallam County (County), a political subdivision of the state of Washington. For and in consideration of the performance to be rendered under the terms of this Agreement, the Parties hereby recite, and agree as follows:

WHEREAS, In early 2019 and thereafter The Parties, having recognized a critical need to create adequate physical space to securely house the operations of expanding public safety functions, jointly began a project to design and construct a new public facility. More specifically, the City and County elected to jointly undertake a project that would provide a new Joint Public Safety Facility (JPSF) to house the City's 911 telephone answering point and public safety communications and dispatching facility known as PenCom, and the County's Emergency Management Department including an emergency operations center (EOC). The project also planned for sufficient site space to eventually house a West Side City Fire Station. The City and County elected to jointly undertake this project in order to allow PenCom and the County's EOC to be relocated to a facility providing sufficient operational space in a location that is physically secure and seismically robust while minimizing cost to local taxpayers.

WHEREAS, Upon initiation of the project, the City, with the County's consent, assumed initial leadership of the project by contracting for and managing, with ongoing County input, the first phase of the project known as "Conceptual Design" (project Phase I). This initial effort produced a "Preliminary Design Report" providing a tentative site layout and building floor plan, along with an estimate of building construction costs. Based on the results of Phase I, the City and County elected in the fall of 2021 to move forward with the project.

WHEREAS, The Parties recognized that as the project moved into its second phase, known as "Detailed Design" (project Phase II), it would require commitment of substantially more project management resources to assure continued progress and achieve optimal efficiency. At their joint meeting on May 23, 2022, the City and County's legislative bodies agreed that the County, with ongoing input from the City, would assume leadership for the project's Detailed Design phase, including providing project management services to oversee the project's cost, scope and schedule.

WHEREAS, The purpose of this Agreement is to assure JPSF project responsibilities for Phase II are clearly stated and mutually understood. More specifically, the goal of this Agreement is to clearly outline relationships, responsibilities, and communication expectations between the City and County with regard to Phase II of the JPSF project, and thereby reduce delays and avoid duplication of effort.

WHEREAS, The Parties recognize and agree that this Agreement addresses only Phase II of the project, and that Phase II consists of a Phase IIa that addressed preliminary detailed design activities, and a Phase IIb that covers schematic design, design development and construction documentation preparation activities. Phase IIa, which was completed in March 2023, primarily involved the identification and selection of the JPSF construction site. Phase IIa consisted of the tasks and deliverables described in "Exhibit A" attached hereto and incorporated herein by this reference. Phase IIb performance is expected to begin in August

2023 and will consist of the tasks and deliverables described in "Exhibit B" attached hereto and incorporated herein by this reference.

WHEREAS, The Parties recognize and agree that time is of the essence regarding the processes described herein. Both Parties agree to evaluate and respond to requests for information and requests for input and/or decisions in the shortest amount of time practicable but in no instance shall responses to requests for input and/or information exceed the time limitations set forth in Section A (6) below.

**NOW THEREFORE**, The City and County agree to undertake the development of the JPSF as a joint enterprise subject to the restraints and conditions described below:

**A. Responsibilities of the County and City Jointly**

1. The City and County will to the extent practical, equally participate in and contribute to decisions affecting JPSF final design and cost of construction. Neither Party will unreasonably withhold its approval of a proposal affecting construction site selection, design activities or construction actions presented by the other Party;
2. The City and County will jointly participate in the ranking and selection of the JPSF construction site;
3. The City and County will jointly participate in overall detailed design process with the City being provided monthly opportunities to make input to that process through the JPSF Project Director. Furthermore, the City will be provided opportunity at the beginning of each phase of detailed design (schematic design, design development, and construction documentation preparation) to provide design input, such as floor plan, and building interior specifications input to the JPSF Project Director for those portions of the JPSF that PenCom and any other City activities will occupy. In similar fashion, the City will be given opportunity at the conclusion of each phase of detailed design to review and approve completed design work applicable to the JPSF spaces City activities will occupy;
4. The County and the City legislative bodies may meet jointly, if they so choose, when full project briefings are provided at the start of the schematic design phase, the start of the design development phase, and the end of the construction documentation preparation phase of the project;
5. At the conclusion of project Phase II activities, the County and City will assess the practicality of proceeding to Phase III, JPSF construction, and if an election is made to proceed, the Parties will determine how Phase III will be managed. Phase III is not subject to this agreement;
6. The County and the City each agree that they will endeavor to respond to any information or decision requests made by the other Party within forty-eight (48) hours of receipt of the request, but in no instance shall said response be in excess of 96 hours with the following exception. In those instances involving a request for input to the design process, where it is, or may be reasonably concluded that a necessary design decision will significantly impact useability or utility of occupied space(s) or reasonably appears that it will alter the project cost by more than \$25,000, then the party, from whom input is requested, shall respond in no more than 10 calendar days. If the party from whom information or input is requested fails to provide the requested information or input within the time limits in this paragraph, after being afforded an opportunity to do so, it shall be deemed that the Party has waived said opportunity to make input;

7. The County and the City each hereby identify to the other, in writing, that the individual duly appointed to and holding the following public offices shall serve as their respective JPSF project representative empowered to make and communicate project decisions to the other Party;

For Clallam County:  
and JPSF Project Director

Clallam County Undersheriff

For the City of Port Angeles:  
and City JPSF Project Manager

City of Port Angeles Director of Public Works

Either Party may change the designation of their respective project official representative by giving written notice to the other provided that the agency appointee is agreed to by the partner agency within 30 calendar days. Either agency may appoint an acting agency representative provided that the vacancy does not exceed 30 calendar days.

8. The County and City shall be responsible for their respective obligations regarding any record retention requirements under this agreement, Public Records Act requests served on either party shall be immediately relayed to the other Party's Public Records Officer so the Parties may quickly and adequately respond to such request.

## **B. Responsibilities of the County**

1. The County shall be responsible for funding fifty (50) percent of the cost, if any, to acquire and improve real property utilized as a construction site for the JPSF. The County shall also be responsible for the cost of that portion of the Phase II JPSF project work devoted to the design of the project's Emergency Management (including Emergency Operations Center or EOC) module and reasonably allocated exterior spaces, provided, however, that notwithstanding any other provision of this Agreement, the County's monetary obligation under this Agreement is not to exceed without prior authorization of the Clallam County Board of Commissioners, \$1,350,000 (\$1,000,000 design, and \$350,000 real property acquisition) for all Phase II work;

2. The County will manage through its Project Director, (hereinafter "Project Director") JPSF project cost, scope and schedule during Phase II and enter into contract with a licensed architectural and engineering firm (hereinafter "project A&E firm") to produce a detailed design for the JPSF (schematic design, design development and construction documentation preparation) sufficient to allow solicitation of contractor bids for construction and to proceed with actual construction of the facility;

3. The County represents that its Project Director is a regular full-time employee who will, with the assistance of others, provide project management throughout Phase II of the project. The Clallam County Board of Commissioners (CCBoC) or the County's Project Director shall be the only person(s)/entity to give directions to the project A&E firm;

4. The CCBoC is the only entity that will give directions to the JPSF Project Director. Clallam County will however, to the extent practical and without causing project delays, provide project information updates to the City through the City's Project Manager and through joint meetings with the City Council, and seek input from the City in the same manner;

5. The County shall ensure that any design firm or individual retained to provide detailed design work is properly licensed, bonded and insured to perform the work described;
6. The County, via the Project Director, will develop, maintain and oversee execution of a detailed Project schedule that identifies major project tasks and key decision milestones, and will generally manage performance of project Phase II activities;
7. The County's Project Director will to the extent practical, provide both the City and the CCBoc with the same project related status information at the same time, and will provide copies of the project monthly reports to the City;
8. The County's Project Director will be responsible for soliciting tribal consultations, application for State SHPO review, and preparation of SEPA review requests for the site ultimately selected for construction of the JPSF;
9. Each Party will invite the other to participate in all JPSF public involvement activities it undertakes in regard to the JPSF. Each Party will endeavor to provide to the other Party a copy of any press release it intends to make at least twenty-four (24) hours prior to making the release.

#### **C. Responsibilities of the City**

1. The City shall be responsible for funding fifty (50) percent of the cost, if any, to acquire and improve real property utilized as a construction site for the JPSF. The City shall also be responsible for the cost of that portion of the Phase II JPSF project work devoted to the design of the project's PenCom module and reasonably allocated exterior spaces, provided, however, that notwithstanding any other provision of this Agreement, the City's monetary obligation under this Agreement is not to exceed without prior authorization of the Port Angeles City Council, \$1,350,000 (\$1,000,000 design, and \$350,000 real property acquisition) for all Phase II work.
2. The City and the County have agreed that the site selected shall provide adequate and feasible area for construction of a fire station in the future, but the design of a fire station will not be included in the detailed design produced under Phase II of the JPSF project;
3. The City agrees to reimburse the County for all expenses the County incurs for design activities that are allocated to design of the JPSF components that will be utilized or occupied by PenCom or other City activities within thirty (30) days of receipt from the County of billing for said expenses.

#### **D. Dispute Resolution**

Recognizing the possibility for possible disputes to arise between the County and City, the Parties agree to the following dispute resolution procedures:

In the event of any dispute concerning the terms of this Agreement, the application or interpretation of the terms, or the breach thereof, the Parties agree to make good faith efforts to resolve such dispute through direct discussions. The parties recognize that time is of the essence in performance of this agreement and that any disputes should be resolved as quickly as feasible. For that purpose, the Parties

agree that the City's representatives for dispute resolution shall be the City Manager or his designee and the Mayor, and the County's shall be one Commissioner and the County's Project Director. Within 5 business days after a dispute or question is identified, the representatives shall meet in person to discuss the issue and attempt to resolve it. In the event that the representatives need to collect additional information or there is another reason to adjourn the meeting to a later time, the representatives shall reconvene within 5 business days.

If such efforts are unsuccessful, the Parties agree to submit the issue(s) to mediation on an expedited basis. The mediator shall be selected by agreement of the Parties. All fees and expenses for the mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

In the event the Parties are unable to reach mutual agreement through the process described above, including the selection of a mediator, either Party may file an action in Clallam County Superior Court seeking any legally appropriate remedy to resolve the conflict between the Parties. Either Party may request the court to expedite hearing on the issue(s) presented, and each Party agrees not to unreasonably object to such a request.

Each Party shall be responsible for its own costs, including any attorney fees, in any such action.

#### **E. Termination**

1. For Public Convenience. Either Party may terminate this agreement upon 30 days written notice to the other Party whenever the County or the City determines, in their sole discretion, that such termination is in the interests of the County or is in the interests of the City.
2. Termination Due to Insufficient Funds. If sufficient funds for performance under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, either Party may terminate this contract upon five (5) days written notice to the other Party.
3. Termination for Breach. If either Party defaults by failing to perform any of the obligations of this Agreement, the other Party may immediately upon written notice to the other Party, terminate this Agreement.
4. Termination for lack of agreement. This Agreement contemplates agreement of the Parties in Phase IIA and IIB regarding site location and final design details to be contained in final design and construction documents. In the event that the Parties cannot agree upon these details, either party may terminate this Agreement upon five (5) days written notice to the other party.

#### **F. Indemnification and Insurance**

The Parties agree that each is an independent public entity and that nothing in this agreement shall make one the partner, agent, representative, or employee of the other for any purpose. Each Party remains solely and entirely responsible for the acts of its respective staff performing services for the other Party under this Agreement.

Each Party to this MOU shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, damages, demands, actions, lawsuits, liens, liabilities, penalties, fines, or other such proceedings including without limitation, for

personal injuries, loss of life or property damage (collectively "Claims") arising directly from the indemnifying Party's acts or omissions. Provided, however, that the indemnifying Party's obligation under this provision will not extend to claims or damages arising out of the sole negligence of the other Party.

Parties agree to obtain and maintain in full force and effect, insurance in sufficient amounts and scope of coverage during the term of this Agreement, and/or coverage through membership in a self-insured risk pool, including (without limitation) general liability, officer and public officials' errors and omissions, property, casualty and fire.

**G. Entire Agreement**

This written document, including any exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, including, but not limited to the previous "Management Agreement Joint Public Safety Facility Project" dated October 18 ,2022 and may only be amended or added to by a written amendment executed by both parties.

By:



City Manager  
City of Port Angeles

Date:

By



Chairperson *mark ozias*

Board of Commissioners  
Clallam County Washington

Date:

*7/19/23*

APPROVED AS TO FORM



Clallam Co. Prosecutor's Office

Date:

*7/12/23*

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION PHASE IIa**

#### **CLALLAM COUNTY AND CITY OF PORT ANGELES**

#### **JOINT PUBLIC SAFETY FACILITY**

#### **EMERGENCY OPERATIONS CENTER / 911 DISPATCH / FIRE STATION**

### **PHASE 2A DESIGN SERVICES**

**July 19, 2022**

#### **INTRODUCTION**

Clallam County (County) has requested OAC Services, Inc. (OAC) prepare a scope of work and fee estimate for Phase 2A of design services associated with construction of a new Emergency Operations Center (EOC), 911 Dispatch Center, and Fire Station. The County will design and construct a roughly twenty thousand square-foot Joint Public Safety Facility (JPSF) at a site to be determined from this phase of work. The City of Port Angeles (City) will play a critical role in supporting the design and configurations of the 911 Dispatch Center and Fire Station. Both the existing EOC and 911 Dispatch are nearing the end of their useful service with respect to size/space and growth capacity. The fire station will add service and decrease response times to the western part of the city. Phase 2A design work will address master planning of the site, site civil design, geotechnical investigations, wetland delineation, and updated construction cost estimates, all necessary first steps in the design process. Our team members include Hennebery Eddy Architects, Zenovic & Associates, GeoEngineers, and Roen Associates, respectively. The areas of study addressed by this Master Planning effort are:

- Planning/Zoning analysis of the project property to establish high-level criteria for the JPSF placement on the site and associated geotechnical site work.
- Verification of County and City facilities on-site — specifically if any of these components should be rearranged from the October 2020 Pre-Design Report layout.
- Master planning design studies to assist in discussions/decision-making with the County.
- Master planning site design and documentation.

Following completion of this Phase 2A scope of work, the balance of the facility detailed design may be completed as a contract modification under a Phase 2B.

The facility will be designed and constructed as a resilient and durable building. It will provide the County and City an essential facility to conduct emergency operations in support of its citizens and constituent jurisdictions when this need arises. During times when the EOC is not activated, the EOC will be designed for flexible use including the hosting of training events, simulation exercises, and for potential use as a business teleconference facility. It will provide the City an essential facility for a larger 911 Dispatch Center serving a large area across the northern peninsula as well as a west side fire station. The building is proposed to consist of a single story with a mechanical penthouse. The estimated construction cost for the building is \$10.36 Million in 2021 dollars. As an essential facility, the building and supporting infrastructure will be designed to Risk Category IV requirements, providing the ability to be immediately operational after a disaster event, allowing for County and City continuity of operations.

In Phase 1, a pre-design report of an initial conceptual design for a combined EOC/911 Center/Fire Station proposed to be located at 2417 W 19th Street was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020 (Report). This report is the basis for the scope of work identified here. The work is further described below.

(A) SCOPE OF SERVICES:

Included in this scope of work are the anticipated assumptions and exclusions. The noted scope includes Phase 2A design consisting of project management, master planning, civil engineering, and geotechnical engineering services.

OAC will provide overall management of the Phase 2A design of the project. During this phase, our services will include master planning of the site considering relocating or rearranging the three 'modules' as noted in the Report. In the Report, the EOC is planned for the east side of the property.

Master planning efforts will include consultation with the County and City to gather input and needs associated with siting the building on the property. Additionally, land use analysis will be completed including coordination of zoning constraints, limits, and permissions, to be addressed with the County planning department and other departments as required. Additional detail is provided below:

1. Planning/Zoning Documentation services consisting of preparing a high-level planning/zoning analysis and summary documentation for use in preparation of a summary report. The planning/zoning analysis will include high-level criteria to support master planning of the general building and site work placement.
2. Master Planning services consisting of design and documentation for a two-step process with the County and City.
  - Step 1: Provide up to two (2) conceptual master plan site sketches showing general potential JPSF and site locations within the property for discussion with the County and City to determine their preferred option.
  - Step 2: Develop the preferred option to a level that meets established planning/zoning criteria.

This phase includes two virtual meetings with the County, and City as required, to review conceptual master plan options and the preferred master plan design. This phase also includes meeting preparation time and ongoing informal coordination with the County and City.

The proposed Master Planning will essentially provide the County the ability to shape how the subject property should be arranged so it retains the best potential use for both the County and City. With a master plan determined, the scheduling of site development can be more flexible and more predictable in how it will occur. The master plan will allow for a more predictable and more effective development of the site, reducing operational impacts for potential phased construction and identifying possible efficiencies for layout and associated infrastructure. Two initial site plan configurations will be developed with one selected for refinement to become the basis of schematic design.

The geotechnical investigation will include a preliminary screening of up to four (4) sites, selected by the County. Review of existing publicly available geotechnical data, including hazard maps, will be the basis for screening. A site visit to observe existing conditions will be conducted and a report with recommended final site selection will be developed. Once the preferred site is determined, site exploration of multiple locations around the preferred site and a full geotechnical report of the site addressing soil properties, seismic parameters, and structural design criteria for foundations among other elements, will be completed. Site exploration will consist of typical deep drilled borings. An

infiltration study will be conducted in Phase 2B after the site is determined to be suitable and selected for development.

A high-level wetland delineation will be performed to understand constraints of the preferred site. The delineation efforts will include a review of previously published data, a site visit to assess wetland boundaries and stream ordinary high water, and a report summarizing the high-level findings.

The cost estimate developed in the Report will be updated to reflect current industry information on construction costs. Construction is anticipated to start in Q2 or Q3 of 2023.

#### **DELIVERABLES:**

The following deliverables will be submitted:

- Phase 2A Summary Report (8.5x11 — PDF)
  - Includes Planning/Zoning and Master Plan Design Summary
- Master Site Plan (11x17 — PDF)
  - Preferred Option (basic site components, locations, access points/circulation, and proposed property lease line).
- Geotechnical Report (8.5x11 — PDF)
- Wetland Memo (8.5x11 — PDF)
- Updated Cost Estimate (8.5x11 - PDF)

#### **ASSUMPTIONS:**

##### General

- The scope of work noted will produce design criteria to be used in Phase 2B, the balance of the detailed design. Phase 2B, may follow as an amendment to this scope of work.
- Digital photography will be an acceptable form of photo documentation of the project.
- County will provide OAC all available existing site information.
- OAC will attend (2) two virtual engagement meetings with the County, including the City as required. Each meeting will be scheduled for (2) two hours, not including preparation and follow up. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following the development of (2) two site sketches. All comments will be compiled by the County team prior to delivery to OAC. No comments are anticipated following the refinement of the preferred site plan.
- OAC will generate meeting minutes for each of the engagement meetings, documenting items such as decisions made, action items, etc.
- Schedule is based on readily available participation of County Planning departments to address questions and provide clarification on Land Use elements.
- The facility design is predicated on information developed by OAC in the Report.
- LEED certification requirements or goals for this project, if applicable, will be identified during Phase 2B.
- Only services noted within this scope of work are included.
- No permitting is required for the geotechnical exploration phase on site.
- Additional services or design efforts beyond this scope of work can be negotiated per the general rate schedule effective at the time of the request.

### Architectural

Land Use Analysis will include zoning, infrastructure, and major site work requirements.

The planning/zoning analysis will be high level, and as such, does not include detailed information or information related to planning review processes. These may be included as an Additional Service, if needed; or may become part of Phase 2B.

■ We have assumed no formal meetings with the jurisdiction will be required. As such, time for jurisdiction meeting preparation and participation is beyond this scope of work.

### Civil

- Attend 2 remote (video conference) team design meetings.
- Refined site plan to be final Conceptual site plan for use in Schematic Design under Phase 2B.
- Final Conceptual site plan to include location of building, parking and access, utility locations, stormwater mitigation facilities and conveyance system, sized based upon information noted in the Report.
  - ▶ Preliminary sizing of stormwater facilities based on assumed soil conditions from available soil reports for the area. Sizing may be adjusted based on results of onsite soil testing by others.
- Final sizing of utilities to be completed in Phase 2B.

### Geotechnical

- Review readily available published geologic data and our relevant in-house files for existing information on subsurface conditions in the project vicinity.
- Coordinate preliminary locations for explorations with Clallam County staff and contact the "One-Call" Utility Notification Center, as required by Washington State law. OAC team representatives will delineate and mark the exploration dig area and GeoEngineers will submit the One-Call ticket. We also understand an onsite utility locate will be performed to locate and identify all onsite utilities. GeoEngineers will not be liable for damage to underground utilities that are not marked during the utility locating process.
  - ▶ During site screening, explore shallow subsurface conditions utilizing handheld tools as required to aid understanding of the existing near surface geotechnical conditions.
- Explore subsurface conditions by advancing up to six borings for a total of 150 lineal feet of drilling using subcontracted equipment and operator. If consistently dense soil conditions are encountered, we plan to terminate borings at shallower depths. Our field representative will continuously monitor the drilling activities, maintain a log of subsurface conditions, and collect representative soil samples generally at 2.5- to 5-foot intervals.
- Based on the results of our explorations, provide an email discussing geotechnical feasibility of the proposed development. We will discuss suitability of the site for shallow foundations, clearing/stripping considerations, earthwork and suitability of soil for re-use on site and other issues that may be relevant to feasibility.
- Conduct geotechnical laboratory testing on selected soil samples. We anticipate laboratory testing will include particle size gradation analyses and moisture content determinations.
- Provide geotechnical seismic design information in accordance with 2018 International Building Code (IBC) criteria and discuss our opinion on the potential for surface rupture, liquefaction and lateral spreading at the site. We have not budgeted to complete a quantitative liquefaction and lateral spreading analysis. Should the initial screening determine this to be necessary, the analysis will be performed as additional services.
- Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary and permanent cut slopes, fill placement and compaction requirements, wet weather considerations, groundwater handling and site drainage.
- Provide recommendations for shallow spread footing design, including foundation bearing surface preparation, allowable soil bearing pressure, lateral resistance values and estimates of settlement.
- Provide design considerations for slab-on-grade design, including subgrade preparation, modulus of

subgrade reaction and capillary break thickness and materials.

- Provide recommended active, passive and at-rest lateral earth pressures for retaining walls and below-grade structures. We will also provide recommendations for seismic surcharge pressures and drainage criteria.
- Provide a discussion of suitability of site soils for stormwater infiltration, including preliminary estimates of long-term design infiltration rates based on laboratory sieve analysis results and the criteria described in the SWMMWW. Depending on the soil conditions observed and the infiltration facilities planned, these preliminary estimates may not be suitable for design; additional testing may be required to verify estimated rates for design.
- Provide layer thickness recommendations for asphalt concrete pavement (ACP) and Portland cement concrete pavement (PCCP) design sections, including subgrade preparation. We will include typical pavement sections for heavy and light traffic areas based on our experience.
- Prepare a written geotechnical report presenting our findings, conclusions, and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and appropriate engineering figures.

Wetland Delineation

- Site access will be provided
- Project description will be provided by Client
- Field work assumed to be completed in a single
- Wetland memo will be suitable for master planning only. Future efforts may be required for permitting.
- Final scope and assumptions to be determined following selection of preferred site. Scope and fee to be amended as required based on preferred site-specific needs.
- Fee estimate provide is a placeholder.

SCHEDULE:

The following is a conceptual schedule to be modified or adjusted with input from the County.

Initial Notice to Proceed (NTP)	Week of August 1st
Initial Site Screening & Summary Report	4 Weeks after NTP
Geotechnical Exploration	8 Weeks after NTP
Geotechnical Report	4 Weeks after Geotechnical Exploration
Phase 2A Master Planning Summary Report	6 Weeks after Initial Site Screening
Wetland Memo	6 Weeks after Initial Site Screening

For scheduling, geotechnical investigations and wetland delineations may be independent of the master planning effort and may have schedule cross over with Phase 2B, the balance of the detailed design.

FEE

OAC shall complete the above-described work for a fee not to exceed the following, which does not include reimbursable expenses and does not include sales tax:

Phase 2A (Hourly, NTE)

Project Management	\$14,150
Master Planning	\$26,510
Site Civil	\$6,050
Geo technical	\$55,660
Wetland Delineation (placeholder)	\$5,225
Cost Estimating	\$2,398

<b>Total</b>	<b>\$109,993</b>
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If the parties agree to any additional services that are not included within the scope of work set out above, such additional services will be provided at the following rates with annual escalation, upon written approval from the County. Annual escalation of 5% will be applied January 15<sup>th</sup> of each year. Standard Rates are below and attached.

**O A C**

<u>Title/Role</u>	<u>2022 Rate</u>
VP, Principal	\$250
Project Director	\$210
Senior Architect	\$195
Architectural Designer	\$185
Project Controls Specialist	\$140
Senior Project Coordinator	\$140

**Hennebery Eddy Architects**

<u>Title/ Role</u>	<u>Position</u>	<u>2022 Rate</u>
Principal	HEA 7 — HEA 9	\$ 195-290
Project Manager	HEA 4 — HEA 8	\$ 135-270
Project Architect	HEA 3 — HEA 7	\$ 120-240
Architect	HEA 3 — HEA 5	\$ 120-185
Historic Preservation Architect	HEA 3 — HEA 9	\$ 120-290
Historic Preservation Specialist	HEA 1 — HEA 5	\$ 95-185
Interior Designer	HEA 1 — HEA 7	\$ 95-240
Design Staff	HEA 1 - HEA 4	\$ 90-155
Administrative	HEA A	\$ 90

**EXHIBIT "B"**

**PROJECT DESCRIPTION PHASE IIb**

**CLALLAM COUNTY AND CITY OF PORT ANGELES**

**JOINT PUBLIC SAFETY FACILITY**

**EMERGENCY OPERATIONS CENTER / 911 DISPATCH / FIRE STATION**

**PHASE 2b DESIGN SERVICES**

**June, 2023**

**EXHIBIT "B"**

**PROJECT DESCRIPTION**

**CLALLAM COUNTY - JOINT PUBLIC SAFETY FACILITY  
DESIGN SERVICES**

**February 1, 2023**

**INTRODUCTION**

This Phase 2B amendment for final design services follows the Phase 2A work consisting of site selection, geotechnical exploration, and site master planning for the Joint Public Safety Facility (JPSF). The final design services will include the Emergency Operations Center (EOC) 'module' and the 911 Dispatch Center 'module'. The building will be roughly fourteen thousand square feet, located at a newly defined parcel adjacent 2200 W. Edgewood Dr. in Port Angeles. The existing 911 Dispatch and EOC are nearing the end of their useful service with respect to size/space and growth capacity. A new facility housing the two services that frequently interact will maximize resource sharing and available funding to create a robust facility for the community.

A pre-design report of the initial conceptual design for the combined EOC/911 Center/Fire Station on the subject property was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020. This report is the basis for the scope of work identified here.

The JPSF will be designed as a resilient and durable building providing the users an essential facility to conduct emergency operations and response in support of its citizens and constituent

jurisdictions. During times when the EOC is not activated, the EOC will be designed for flexible use including the hosting of training events, simulation exercises, and for potential use as a business teleconference facility. The single-story building is roughly split equally between the EOC and 911 Dispatch Center with a rooftop mechanical penthouse. As an essential facility, the building and supporting infrastructure will be designed to Risk Category IV requirements, providing the ability to be immediately operational after a disaster event, allowing for continuity of operations. The building will include support spaces as outlined in the pre-design report. The project team will work with the stakeholder group to identify the appropriate provisions of the primary design standard, NFPA 1221. Estimated construction cost for the JPSF is \$11.4 million.

**(A) SCOPE OF SERVICES:**

The design related work is noted below. Included in this scope of work are the anticipated assumptions. The noted scope includes work for the following disciplines: Project Management, Architectural, Structural, Civil, Mechanical, Electrical, Plumbing (MEP), Audio/Visual, Acoustical, Communications, Building Enclosure, Landscape Architecture, Survey, Cost Estimating, Geotechnical, Environmental, Septic Design, Commissioning, and LEED Certification Support.

**Task 1.0 — Design Management**

OAC will provide overall management of the design and construction phases of the project. During design, our services will include design coordination, design scheduling, progress meetings, implementation of cost management procedures, design review, constructability review, coordination of design comments, expediting agency review, design phase estimates, cost adjustment sessions, project status reports, contract development, provisional master schedule, and information flow and reports. Detailed services include:

- Design Phase Coordination — The Project Manager will serve as the overall facilitator in coordination of design team activities, provide leadership with respect to the implementation of design phase procedures by all parties, and expedite the flow of information between the County and other parties. The Project Manager will work in concert with the County for approval of design or programmatic changes.
- Design Schedule — Develop the overall Design Schedule identifying key milestone dates to be achieved. Monitor the schedule and progress of the design and apprise team members when actual or potential constraints to maintaining the schedule occur and provide recommendations for corrective action.
- Design Progress Meetings — Participate in design progress meetings in conjunction with the County, design team, and others. These meetings will serve as a forum for the exchange of information and resolution of design decisions and will be a point where design progress is reviewed and confirmed.
- Design Review — Coordinate review of in-progress design documents for adherence to the programmatic and budget requirements. This review will be provided at the end of all design milestones (Schematic Design, Design Development, 50% Construction Documents, 95% Construction Documents). Comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives.
- Active Constructability Assessment — Subject to the preceding paragraph, provide input to County and the design team relative to value, sequencing of construction, duration of construction of various building methods, and constructability. This effort will be ongoing throughout the design

- phase of the project with additional focus applied at substantial deliverable stages.
- Coordinate Design Comments — Coordinate the flow of information between the design team, County, and other stakeholders. Coordinate the design reviews and compile and expedite the submittal of comments to the design team.
  - Expedite Agency Reviewing and Approvals — Assist in securing and transmitting appropriate documents to the various approval agencies at the appropriate times and seek to expedite agency approvals to the maximum extent feasible. Work with designers of record as they will lead the effort with agency review.
  - Design Phase Estimates — Review cost estimates provided by the design team along with other project costs and assemble information in cost model format at the conclusion of the Schematic, Design Development, and Construction Document phases. Cost estimate reviews will be accompanied by a report to the County identifying variances with the original budget and making recommendations for appropriate corrective action, as required.
  - Cost Adjustment Sessions — Should significant variances be detected on the cost estimates, the Project Manager will conduct cost adjustment sessions with the design team and the County. At the conclusion of these sessions, the Project Manager, in conjunction with County, will request commitments from the design team for design adjustments to the documents.
  - Project Status Reports — Prepare and distribute a monthly Project Status Report that will include updated schedule and cost status reports. The schedule report will reflect actual progress against scheduled progress for the design phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost.
  - Provisional Master Schedule — Develop a provisional master schedule as part of the management plan. The provisional master schedule will contain projected major milestones to be accomplished by the Project participants. The provisional master schedule will be expanded as comprehensive critical dates are defined.
  - Information Flow and Reports — Project Manager will become knowledgeable of County's reporting needs and, in conjunction with the County, will determine the type of information necessary, the reporting format, the frequency of various reports, and the distribution requirements for information related to the projects.

### **Task 2.0 — Schematic Design**

OAC, along with our team partners, will refine the Design Concept developed by OAC for feasibility analysis in terms of general zoning and building code implications, site placement, vehicular access, building program/spaces, mechanical/electrical/plumbing/fire/communications/structural systems incorporation, security, access, operations, and phasing. This information may be used as a tool in the preparation, by others, of the general cost implications of the proposed Project. This phase will include up to four (4) design team meetings.

A detailed site survey will be conducted documenting all existing site geometry including existing utilities, grades, vegetation, finished surfaces, and property details. The survey will be completed utilizing Civil 3D creating a complete three-dimensional layout of the site.

Following completion of the Schematic Design Phase, an updated and condensed version of the pre-design report will be prepared for use by the County in pursuit of additional project funding. The report will include a condensed and detailed description of the pre-design process, description and supporting

drawings of the Schematic Design level documents, and the probable cost statement.

Stakeholder Meetings:

The OAC team will conduct a project kickoff meeting with stakeholders to validate project goals, validate conceptual design decisions, and validate stakeholder needs including space configuration, structural hardening, heating and cooling, and power. As part of this kickoff, OAC will lead a Risk Register Seminar to identify all risks and mitigation for the project. During the Schematic Design phase, the OAC team will support the County in conducting a public outreach event. The event will be held in Port Angeles and is assumed to be in-person meeting all public health guidelines at the time of the event. OAC will provide up to three display boards and electronic file presentation for the public engagement event. Additionally, OAC will facilitate three additional on-site stakeholder meetings during the Schematic Design phase to provide an update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar with project stakeholders, including electronic file presentation
- (1) On-site Public Outreach Open House, including up to three (3) display boards and electronic file presentation
- (2) On-site meetings with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Schematic Design documents
- Site Survey
- Probable Cost Statement for Schematic Design documents
- Schematic level documents will include:
  - Site Plan (Building and major site components, with assistance by Civil/Survey and Landscape)
  - Floor Plans
  - Phasing Plan
  - Exterior Elevations
  - Two (2) Building Sections
  - Two (2) Exterior Renderings
  - Project Narrative
  - Zoning and Building Code Summary
  - Outline Specifications (Div. 2-36) Structural, MEP, and Landscape plans
  - Structural, MEP, and Landscape plans

**Task 3.0 — Design Development**

Design Development services will build upon work completed in Schematic Design consisting of preparing drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, electrical, and plumbing systems, materials and other elements, site plan, including landscape architecture as may be appropriate. This phase will include up to four (4) design team meetings.

Stakeholder Meetings:

The OAC team will conduct a second project status meeting with stakeholders to validate alignment with project goals and validate Schematic Design decisions. As part of this status meeting, OAC will lead a second Risk Register Seminar to identify all current and new risks and mitigation for the project. Additionally, OAC will facilitate three additional stakeholder meetings during the Design Development phase to provide an

update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar with project stakeholders, including electronic file presentation
- (2) On-site meetings with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Design Development documents
- Probable Cost Statement for Design Development documents
- In-process documents (design development level) consisting of the following:
  - Code Plans
  - Floor Plans
  - Exterior Elevations
  - Building and Wall Sections
  - Structural Plans
  - MEP Plans
  - Communications/Data Plans
  - Building Details
  - Civil and Landscape Plans and details
  - Specifications (Draft Full)

**Task 4.0 — Construction Documents**

Construction Documents services will build upon work completed in Design Development consisting of preparing drawings and specifications setting forth in detail the requirements for construction of the Project. This phase will include up to four (4) meetings with you in a mix of on-site and virtual.

Land Use Agency Coordination services consisting of preparing submissions, presenting the Project at hearings, responding to comments, and revising documents for the purpose of gaining necessary approvals from Land Use (Zoning) authorities. This scope includes attending/presenting at up to two (2) hearings on behalf of the Project at the AHJ- appointed facility.

Building Permit Coordination services consisting of preparing submissions, responding to comments, and revising documents for the purpose of gaining necessary approvals from Building Code authorities.

Stakeholder Meetings:

OAC team will conduct a third project status meeting with stakeholders to validate alignment with project goals and validate Design Development decisions. As part of this status meeting, OAC will lead a third and final Risk Register Seminar to identify all current and new risks and mitigation for the project. Additionally, OAC will facilitate three additional stakeholder meetings during the Construction Documents phase to provide an update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar with project stakeholders, including electronic file presentation
- (2) On-site meetings with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Construction Documents
- Probable Cost Statement for Construction Documents
- Documents (permitting/construction level) consisting of the following:
  - Code Plans

- Floor Plans
- Exterior Elevations
- Building and Wall Sections
- Structural Plans
- MEP Plans
- Communications/Data Plans
- Building Details
- Interior and Exterior Details
- Finish, Door, and Window Schedules
- Civil and Landscape Plans and details
- Specifications

#### **Task 5.0 - Interior Design and Furniture, Fixtures and Equipment (FF&E)**

Interior Design services include working with the County to select, coordinate and specify interior finish materials. A finish schedule, interior finish board and specifications will be provided for the County's use. This phase will include up to three (3) virtual meetings with the County over the course of design.

Furniture, Fixtures and Equipment (FF&E) services include working with the Owner to select, coordinate, and specify new FF&E items for the overall EOC and 911 modules including reception areas, lobbies, offices, EOC floor, conference rooms, ARES/RACES, communications rooms, and shared use rooms. We will assist in the selection process for sizing the Dispatch Floor and associated pathways for servicing dispatch consoles being specified and procured by others.

#### **Task 6.0 — Building Commissioning Review**

The OAC team will act as the Commissioning Authority (CxA) and will oversee and participate in the commissioning process to assist in ensuring that the building's commissioned systems are complete, fully functional and perform in accordance with the project requirements and design intent. The majority of commissioning activities will be addressed in an amendment as part of the construction related activities. During design, we will coordinate, lead, review, and oversee the completion of the following commissioning process activities in preparation for the construction phase:

1. Commissioning Review of Construction Documents and Back-Check
  - a. Will provide a focused "commissioning review" of the design construction documents. A commissioning review is intended to provide a detailed review of design drawings and specifications with a focus on coordination of the commissioned systems and adequacy of the design for achieving the OPR and BOD requirements. We will also back-check the review comments in the subsequent design submission.
2. Commissioning Measures / Specifications
  - a. Commissioning measures that are to be included in the construction documents, plans and specifications requires the outline of commissioning requirements, documentation, and responsibilities. We will develop and incorporate commissioning specification requirements into the construction documents specifications.

#### **Task 7.0 — LEED Silver Certification**

LEED certification services include the general management and oversight of the LEED certification process.

Specific responsibilities include the registration of the project on behalf of the Owner, review and verification of all documentation and online submittals to the USGBC, review of the Owner's Project Requirements (OPR) and development of the Basis of Design narrative based on the OPR, arrange and conduct LEED kick-off meeting in early stages of design to review previously developed preliminary credit scorecard, establish a regular LEED communication channel with all project team members required to participate, coordinate submittal items from the design team for certification, and manage the certification process with USGBC.

#### **DELIVERABLES:**

The following deliverables will be submitted:

- Schematic Design Drawings and Specifications Outline (PDF)
- Design Development Drawings and Specifications Draft (PDF)
- 95% Permit Ready Construction Document Drawings and Specification (PDF)
- 100% Issued for Construction Drawings and Specifications

#### **ASSUMPTIONS:**

##### General

- This scope of work is based on the master planning effort, conducted under Phase 2A of this contract.
- Construction support services will be addressed as an amendment to this work during the Construction Document phase of the design.
- Revit will be used for documentation purposes.
- EOC design will run parallel to the 911 Dispatch Center design.
- This scope of work will produce Issued for Construction (IFC) documents, following review and inclusion of any building department permit review.
- The anticipated design schedule provides for an early earthwork package to allow installation of below grade utilities during optimal weather conditions. The design team will work to achieve this schedule provided no impacts from other factors beyond our control.
- County to identify each stakeholder decision maker.
- County will provide OAC access to site for conducting engineering assessments and other data collection as necessary to gather information and produce deliverables.
- Digital photography will be an acceptable form of photo documentation of the project.
- OAC will attend stakeholder meetings in Port Angeles: (3) three design/planning meetings and (1) one risk workshop during the SD Phase; (2) two design/planning meetings and (1) one risk workshop during the DD and CD Phases of the project. Each meeting will be scheduled for (8) eight hours, not including travel time. Additional meetings can be arranged in accordance with our standard rate sheet.
- OAC will conduct (4) four intermediate stakeholder design/planning meetings utilizing video conference calling. Each meeting will be schedule for (6) six hours. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following each submittal stage, SD, DD, & CD. All comments will be compiled by the County team prior to delivery to OAC. Comments generated during stakeholder meetings will be compiled by OAC. No comments will be anticipated following submission of the 100% IFC submittal.
- OAC will generate meeting agendas and minutes for each of the stakeholder meetings and workshops, documenting items such as decisions made, action items, etc.
- Scheduled certificate of occupancy is December 2024.
- The facility design is predicated on information developed by OAC in the Pre-design Report, dated October 2020.

- If a communication tower is required, performance specifications will be prepared and included in the construction documents. Locations, including the tower, duct banks, etc. will be located on the plans.
- Project will comply with LEED Silver requirements.
- Life Cycle Cost Analysis (LCCA) is included as an allowance in the fee estimate. The level of effort to complete the LCCA will be addressed as an amendment once final systems have been identified.
- The County will identify the preferred septic system designer. Design fees for coordination with septic design are included as an allowance and will be refined once the designer is identified by the County.
- Graphic design, exterior wayfinding, environmental graphics, and hazardous materials consulting are beyond this scope of work.
- Additional services or those noted as beyond this scope can be performed, if requested by the Owner, at our then-current hourly rates.

#### Architectural

- OAC will support and attend (1) one public engagement session, to be held in the evening in Port Angeles. The County will facilitate the public meeting with OAC providing support with visual graphics and electronic media.
- Zoning modifications or land use changes will be addressed by the County or Port.
- Selection of the PenCom dispatch consoles to be located in the Dispatch Floor will be a specialty item specified and procured by others.

#### Structural

- All selected systems will use code-compliant detailing that will not require alternate means of compliance or peer review.
- Seismic bracing of non-structural components to be addressed as an amendment during the DD phase of design once all non-structural systems requiring bracing have been identified.
- No provision for horizontal or vertical expansion is included at this time.
- All stairs will be designed by a specialty subcontractor and submitted as a deferred design
- Perimeter fencing to be addressed as a performance specification.

#### Civil/Survey

- Property delineation or adjustments to property lines will be done by others.
- A topographic survey of the parcel will be provided.
- Infiltration testing/data will be provided by the Geotechnical engineer.
- Design of potential septic system will be coordinated with a consultant identified by the County.

#### MEP

- Design of stair pressurization systems is beyond this scope.
- Installation or modification of street lighting and traffic signalization is beyond this scope.
- Photo-voltaic systems are design-built by the equipment supplier. Performance specifications and power supply will be provided for use by the supplier. System design will be shown for contractor pricing.
- No commercial kitchen elements are part of this scope.
- All MEP equipment seismic anchorages will be Contractor design-built and submitted as deferred engineering submittals after all pieces of equipment are finalized and approved by the Owner and the design team. The deferred submittal will be prepared by the Contractor's Engineer and submitted for

the A/E team's approval. Contractor will be responsible to submit the approved deferred submittal to the AHJ for record as part of the MEP permit if required.

- Fire protection systems are design-built by the Contractor.
- Fire protection evaluation and review for fit-up/tolerances, is included.
- Water supply to the building will be adequate and not require a fire pump. Flow testing or obtaining flow test information is beyond this scope.

#### Audio/Visual

- Consulting will be provided for routing and compatibility with future, Owner procured, customized integration system in the EOC.

#### Acoustical

- Analysis and reports will be provided to comply with permitting requirements.
- Review of MEP systems and finish materials within the EOC and Dispatch room are included.

#### Communications

- Existing IT systems and information to be provided to OAC for use in design.
- County to provide IT systems requirements for server and other equipment.
- County will provide dedicated IT team member to address all IT related elements.
- Voice/data infrastructure will be a “home run” Cat6/6A solution (TBD, pending stakeholder input) from the workstation / displays to the associated telecom room.
- Use of off-the-shelf industry standard components and materials only. This proposal does not include the development of new products or devices.

#### Building Enclosure

- Buildings will be constructed as an air-barrier (WSEC C402.5.1) and will be tested (WSEC C402.5.1.2).
- There are no occupiable rooftop areas.

#### Landscape

- Presentation-quality physical and/or electronic models and 3D renderings are beyond this scope.
- Detailed tree retention plans are not anticipated for this project.
- No vegetative roof is anticipated for this project.

#### Cost Estimating

- Probable cost statements will be generated using the Unifomat Standard.

#### Geotechnical

- Onsite soils testing for infiltration suitability will be performed to support required infiltration study requirements.
- County will provide equipment and operator to support excavations in support of infiltration study.

#### Environmental

- County will secure permission to access the critical area assessment areas.
- No more than 1 wetland and 1 stream are anticipated for the selected site.
- Identification of wetlands and associated buffers will be based on the CCMC.
- A professional land survey of the wetland delineation flags will not be needed, GPS will be sufficient.

- Submittal of reports and permitting fees will be coordinated and paid for directly by the County.

**SCHEDULE:**

The following is a conceptual schedule with durations, to be modified or adjusted with input from the County as the project progresses.

Notice to Proceed (NTP)	Week of March 6th
Schematic Design Submittal	3 Months
Design Development Submittal	2 Months
Construction Documents/Permitting	4 Months
Site Package CD	4 Months after NTP

**FEE:**

OAC shall complete the above-described work for a fee not to exceed the following, which does not include reimbursable expenses and does not include sales tax:

<b>Phase 2B (Hourly, NTE)</b>	
Project Management	\$244,860
Architectural	\$568,260
Structural	\$99,000
MEP/FP	\$453,750
Civil/Survey	\$46,200
A/V	\$16,500
Acoustics	\$16,500
Building Enclosure	\$28,050
Commissioning	\$8,250
Communications	\$71,330
Cost Estimating	\$66,000
Landscape Architecture	\$89,100
Environmental	\$11,330
Geotechnical - Infiltration	\$13,860
Septic Design (allowance)	\$33,000
MEP LEED Support	\$77,000
LEED Consulting	\$44,000
LCCA (allowance)	\$88,000
<b>Total</b>	<b>\$1,974,990</b>