

# REQUEST FOR QUALIFICATIONS

**BUCODA REPLACEMENT SHELTER PLANNING & DESIGN**

**PROJECT # 2025-BU1605**



**TComm 911**

POLICE | FIRE | MEDICAL  
Your Emergency – Our Priority

Thurston 911 Communications  
(TComm911)  
2703 Pacific AVE SE, Suite A  
Olympia, WA 98501

# BUCODA REPLACEMENT SHELTER PLANNING & DESIGN

## PROJECT OVERVIEW

TComm911 is requesting Statements of Qualifications (SOQ) from Consultants registered in the State of Washington to provide professional engineering services for the design, planning, permitting and supervision of a replacement radio communications shelter installation at the Bucoda Radio Site. Design and planning shall also include the equipment layout inside the new shelter.

Current infrastructure includes an 8'x20' equipment shelter, 90' lattice type communications antenna tower, radio equipment and associated antennas. The site is located within the Town of Bucoda Water Reservoir fenced compound. The site will remain in use during the installation of the new shelter. Upon completion of the installation, equipment will be relocated to the new shelter and the old shelter shall be removed from the site.

Project Location:

Site Name: Bucoda  
Address: 310 Thurman St NW Bucoda, WA

## Reference Documents:

- Appendix A: Existing & Proposed Site Plan
- Appendix B: Site Photos
- Appendix C: Proposed Shelter Specifications
- Appendix D: Preliminary Construction Tasks
- Appendix E: Sample Professional Services Agreement

## CONSULTANT SERVICES & DELIVERABLES

The deliverables noted below are preliminary in nature and will be modified and supplemented as part of contract negotiations. Consultants shall identify any additional deliverables required for successful completion of the project.

1. Civil Engineering  
A site plan design proposal shall be submitted to the Authority Having Jurisdiction (AHJ) for compliance review.
2. Electrical Engineering  
Complete documentation of site and existing shelter electrical conditions, including the existing generator and grounding systems. Complete documentation of electrical requirements in the new shelter.
  - A. Existing Power Sources
  - B. Main Meter
  - C. Main Disconnect
  - D. Building Main Distribution Panel
  - E. Sub-Panel and Disconnect
  - F. Generator Relay Panel
  - G. ATS/MTS and other electrical devices
3. Structural Engineering  
Structural Analysis for the shelter and propane tank foundations and anchorage, including Structural Engineering Sheets. Foundations must comply with lateral and seismic overturn for permitting.

4. Architectural Design  
Preliminary Construction Design for review and approval. Complete Final Design Set to be submitted to permitting agencies, including appropriate electrical engineering design, stamps and AHJ architectural sign and stamp for permitting. Minimum of two revisions to be included. Equipment Layout Drawing for installation of equipment in the new shelter.
5. Permitting  
Perform all actions for full Building Permit Submittal and Approval, including mechanical and fire permits if required.
6. Construction Scope of Work, Estimated Cost, and Bid Support  
Provide Scope of Work for Construction Bid Requests, including estimated construction costs. Assist in answering prospective construction bidder questions. Review of bids and other documentation.
7. Project Management  
Coordination of design, manage all calls and documents, to include permitting.
8. Construction Supervision  
A&E review of General Contractor, to include site walks as needed.

## PROJECT SCHEDULE

TCOMM911 anticipates moving forward with design and subsequent phases of the project with no delay after the consultant selection.

## SUBMITTALS

Statements of Qualifications shall be submitted electronically to SharePoint **by August 6, 2025**. [Click Here for SharePoint](#). Failure to provide the submittal in the appropriate manner will result in disqualification. Hard-copy or fax submittals will not be accepted. Submittals and modifications thereof received after the stated time of closing will not be accepted. TCOMM911 is not responsible for late deliveries.

Technical questions regarding the scope of this project should be emailed directly to [finance@tcomm911.org](mailto:finance@tcomm911.org), no less than five (5) working days prior to the submittal due date. Answers will be posted to <https://tcomm911.org/about/rfp/> in the form of an addendum to the RFQ. It is the sole responsibility of the Consultant to obtain any RFQ updates or addenda from the website. Please include "Bucoda Replacement Shelter Design" in the subject line for all emails and correspondence related to these projects.

TCOMM911 reserves the right to reject any and all responses and to waive technicalities or irregularities, and after careful consideration of all submissions and factors involved, award to best serve the interests of TCOMM911.

## EVALUATION

Minimum Qualifications:

1. Key personnel must currently possess all applicable certifications and licensing required to complete the project.
2. Consultant must have knowledge of all applicable Federal, State, and Local regulations and standards.
3. Minimum of five (5) years of experience in providing Architectural & Engineering services for public agencies.

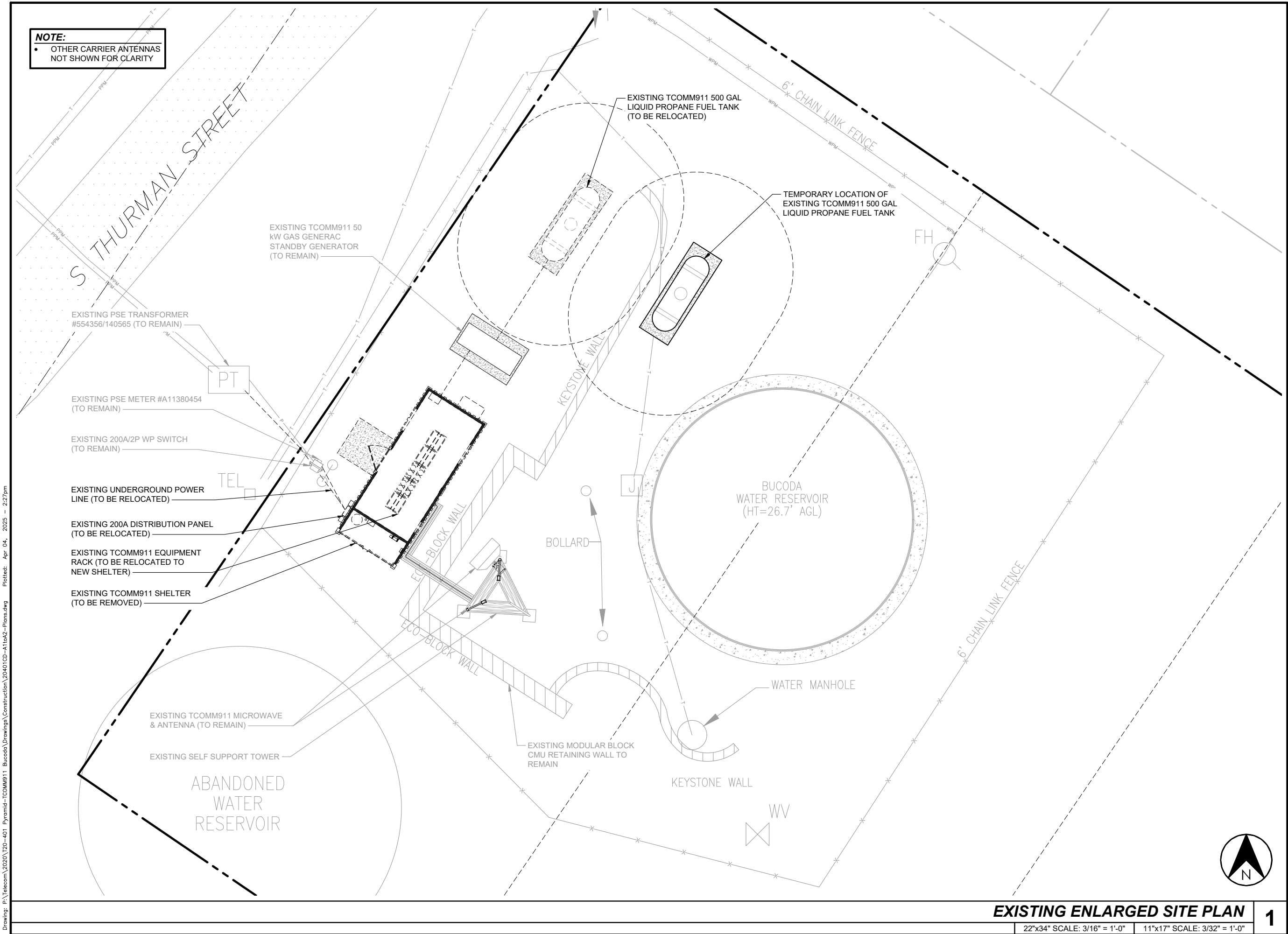
Submittals will be evaluated and ranked based on the following criteria:

1. Key personnel qualifications, relevant experience and availability 30 points  
Identify the proposed staff member(s) for these services, including working titles, degrees, certificates, and licenses. Describe the roles and responsibilities of each member listed along with a forecasted availability on this project in average hours per week over the duration of the project. Staff who will not be actively participating in the project should not be included.
2. Past performance on similar tasks/references 25 points  
Provide a matrix listing of previous experience and a minimum of three references.
3. Understanding and approach 30 points
4. Presentation and clarity of SOQ Submittal 15 points

#### **PROFESSIONAL SERVICES AGREEMENT**

The successful Consultant will be required to sign TCOMM911's Professional Services Agreement, a sample of which is enclosed in this RFQ as Appendix E. All submitting Consultants are directed to carefully review the Agreement before preparing their submittal and include any modifications they intend to request to the language of the Agreement along with their SOQ. The selected Consultant's refusal to sign the Agreement will render their submission nonresponsive and negotiations will begin with the next highest ranked submitting Consultant.

Drawing: P:\Telecom\2020\T20-401\_Pyramid-TCOMM911\_Bucoda\Drawings\Construction\20401.CD-A1toA2-Plans.dwg Plotted: Apr 04, 2025 - 2:27pm



EXISTING ENLARGED SITE PLAN

22"x34" SCALE: 3/16" = 1'-0" 11"x17" SCALE: 3/32" = 1'-0"

1



**LDC** | Surveying  
Engineering  
Planning

Kent Woodinville Olympia  
20210 142nd Avenue NE  
Woodinville, WA 98072  
T 425.806.1869 www.LDCcorp.com F 425.482.2893

DATE:	4-4-25
DRAWN BY:	PPK
CHECKED BY:	RBH

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
1	4-4-25	SITE PLAN	PPK



APPROVAL STAMP

SITE

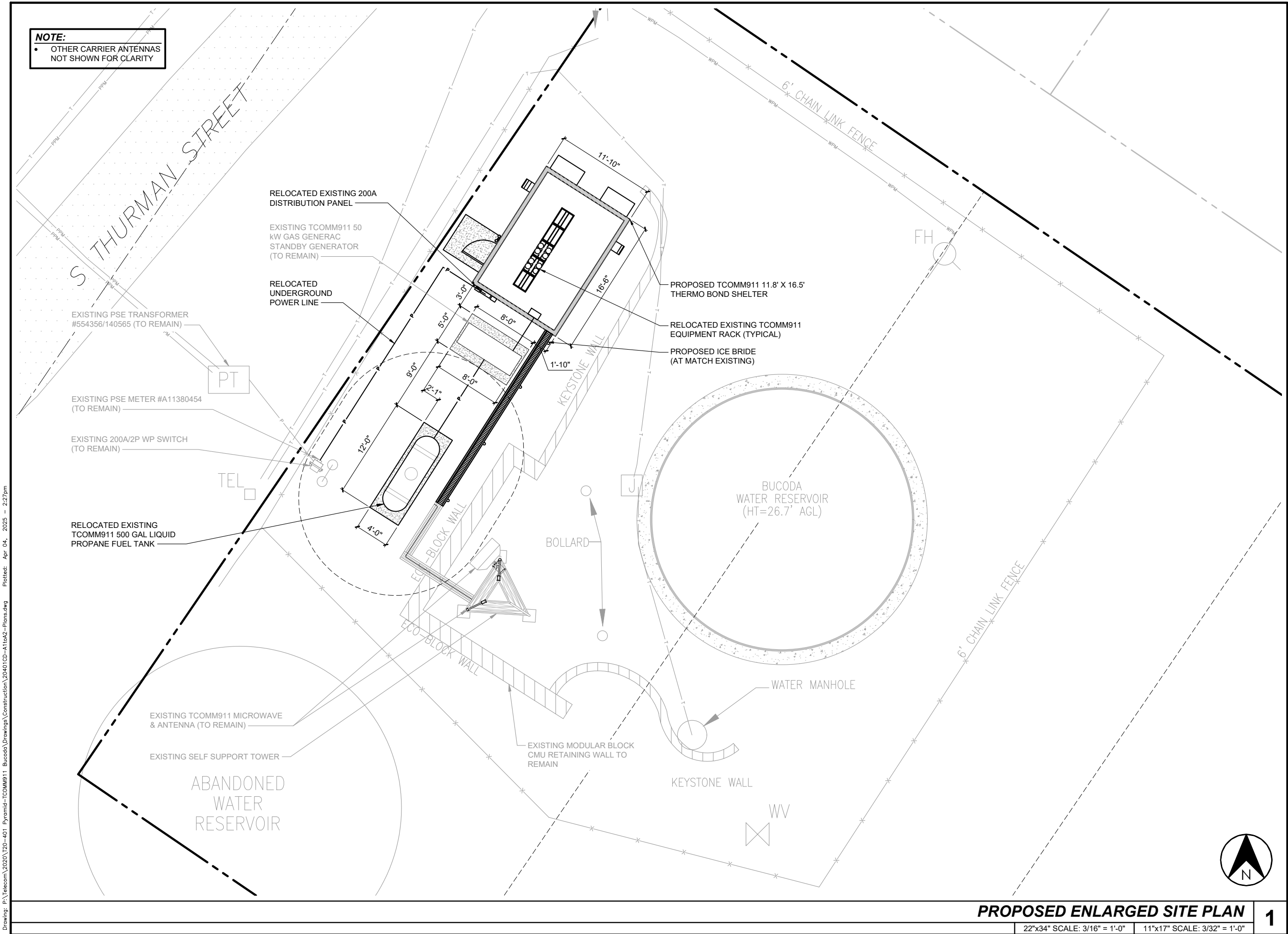
BUCODA  
310 THURMON ST SE  
BUCODA, WA 98530

SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER

A-2.0

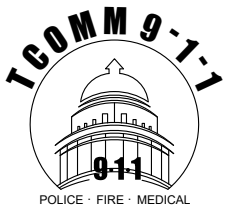
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PROPOSED ENLARGED SITE PLAN

22"x34" SCALE: 3/16" = 1'-0" 11"x17" SCALE: 3/32" = 1'-0"

1



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1	4-4-25	SITE PLAN	PPK



APPROVAL STAMP

SITE

BUCODA  
310 THURMON ST SE  
BUCODA, WA 98530

SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER

A-2.1



# BUCODA REPLACEMENT SHELTER PLANNING & DESIGN

## APPENDIX B: SITE PHOTOS











## BUCODA REPLACEMENT SHELTER PLANNING & DESIGN

### APPENDIX C: PROPOSED SHELTER SPECIFICATIONS

#### 12' OD x 16' OD x 9' ID Pre-Cast Concrete Shelter Specifications

##### SPECIFICATIONS:

- Floor Load: 300 ~~psf~~
- Roof Load: 150 ~~psf~~
- Walls: 150 mph

##### BUILDING SIZE:

- Outside (Nominal): 11'- 8" W x 16'- 6" L x 10'- 6" H
- Estimated Module Weight: 50,380 lbs.

##### SHELL:

- Floor: 6 3/4" Solid concrete floor
- Walls: 4" Solid concrete
- Roof: Solid concrete 4" at eave and 5 1/2" at ridge
- Design: Step-joint design
- Tie down: (4) Tie down plates
- Concrete: 5000 psi lightweight concrete
- Reinforcing: Steel #4 and #6 bars, 60,000 psi (Grade 60 ASTM-615)
- Ratings: Exterior walls 2-hour fire rated
- Ballistics: Tested for UL-752 Level 4 (HPR-30.06 point blank)

##### EXTERIOR FINISH:

- Walls: Washed exposed aggregate and sealed
- Roof: Trowel surface and sealed, broom finish

##### INTERIOR FINISH:

- Floor: Covered with 1/8" x 12" x 12" commercial tile and a 4" base cover
- Interior Walls: 3/4" APA Rated OSB covered with white embossed fiberglass reinforced plastic (FRP)
- Ceiling: 3/4" APA Rated OSB covered with white embossed fiberglass reinforced plastic (FRP)

##### INSULATION:

- Exterior Walls: R-13 Rigid Polyisocyanurate Insulation
- Ceiling: R-19 Rigid Polyisocyanurate Insulation
- Interior Walls: 2 hour fire rated interior wall with R-11 fiberglass insulation

##### DOOR:

- Quantity/Size: (1) 3'-0" x 7'-0"
- Door Type: 18 ~~ga~~ Insulated metal door, painted to match exterior finish
- Frame Type: 16 ~~ga~~ Painted galvanized metal frame
- Lockset: Deadbolt with cylinder, passage lever set (Class 1)

**ATS & GENERATOR:**

- ATS: (1) Generac, 200A, 120/240V, 1PH, 3-pole Nema 1.
- Generator: (1) Generac, 50kW, 120/240V, 1PH, 200A breaker, LPV. Standard Exterior Enclosure.

**ELECTRICAL PACKAGE:**

- a. (1) - 200 amp, single phase distribution panel with main breaker
- b. (4) - 4 foot LED light fixture with occupancy sensor
- c. (1) - LED exterior light with photocell
- d. (1) – Emergency/exit sign
- e. (2) – 3.5 ton Bard wall mount AC w/heat
- f. (1) lead lag AC thermostat
- g. (6) - 120v duplex receptacles
- h. (2) – exterior GFI receptacle
- i. Alarm package
  - Door
  - Smoke
  - High temperature
  - Low temperature
  - Power fail
- j. All electrical wires, breakers, boxes, conduit, etc. to make a complete assembly

**MISCELLANEOUS:**

- k. (1) – 4" entrance port panel
- l. Washington state process

**INTEGRATION:**

- m. (40') - 18" cable ladder mounted to ceiling

## BUCODA REPLACEMENT SHELTER PLANNING & DESIGN

### APPENDIX D: PRELIMINARY CONSTRUCTION TASKS

Construction Task Description
New Shelter/Transportation
Crane Rentals Shelters
Shelter Pad with Stoop
Site Preparation Drainage
Site Grounding
Installation of Tank and Plumbing Gas Line
Conduit to New Shelter
Relocation of Shelter Power
Reinstall Generator
New Pad for Propane Tank
Propane Tank Temporary Relocation
Removal of Old Shelter
Demo Shelter Pad
Demo Propane Tank Pad
Relocation of Shelter Equipment, Cabling, and other Peripherals
Site Clean-up



## APPENDIX E: SAMPLE PROFESSIONAL SERVICES AGREEMENT

THURSTON 9-1-1 COMMUNICATIONS  
And  
\_\_\_\_\_

**THIS AGREEMENT** is entered into between **THURSTON 9-1-1 COMMUNICATIONS**, a 501(c)3 non-profit corporation, hereinafter "**TCOMM911**," and \_\_\_\_\_, hereinafter "**CONSULTANT**" on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **SERVICES PROVIDED BY THE CONSULTANT**

The Consultant represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Agreement.

The Consultant shall perform the following services:

- a. A detailed description of the services to be performed by the Consultant is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- b. The Consultant agrees to provide its own labor and materials. Unless otherwise provided for in the Agreement, no material, labor, or facilities will be furnished by TCOMM911.
- c. The Consultant shall perform according to standard industry practice of the work specified by this Agreement.
- d. The Consultant shall complete its work in a timely manner and in accordance with the schedule as set forth in Exhibit A.
- e. Consultant shall use its best efforts to maintain continuity in personnel and shall assign \_\_\_\_\_ as Principal-in-Charge throughout the term of this Agreement unless other personnel are approved in writing by TCOMM911.

2. **TERM**

This Project shall begin on the execution date listed above and promptly be completed by \_\_\_\_\_

3. **SERVICES PROVIDED BY TCOMM911**

In order to assist the Consultant in fulfilling its duties under this Agreement, TCOMM911 shall provide the following:

- a. Relevant information as exists to assist the Consultant with the performance of the Consultant's services.
- b. Coordination with TCOMM911 Departments, member agencies or other Consultants as necessary for the performance of the Consultant's services.
- c. A location for personnel to work when on site.
- d. Reasonable access to TCOMM facilities as required by the work.
- e. Services, documents, or other information identified in Exhibit A.

4. **AGREEMENT REPRESENTATIVES**

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Consultant:

Name of Representative:

Title:

Mailing Address:

City, State, and Zip Code:

Telephone Number:

Email Address:

b. For TCOMM911:

Name of Representative:

Title:

Mailing Address: 2703 Pacific Ave SE Suite A

City, State, and Zip Code: Olympia, WA 98501

Telephone Number:

Email Address:

5. **COMPENSATION**

- a. For the services performed hereunder, the Consultant shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference.
- b. No payment shall be made for any work performed by the Consultant, except for work identified and set forth in this Agreement or supporting exhibits or attachments incorporated by reference into this Agreement.
- c. The Consultant may submit invoices to TCOMM911 once per month during the term of the Agreement. Invoices shall compensate the Consultant for work performed for TCOMM911 during the billing period. TCOMM911 shall pay the Consultant for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.
- d. The Consultant shall not be paid for services rendered under the Agreement unless and until they have been performed to the satisfaction of TCOMM911.
- e. In the event the Consultant has failed to perform any substantial obligation to be performed by the Consultant under this Agreement and such failure has not been cured within ten (10) days following notice from TCOMM911, then TCOMM911 may, in its sole discretion, upon written notice to the Consultant, withhold any and all monies due and payable to the Consultant, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Agreement means faithfully fulfilling the terms of the Agreement with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided for in this Agreement or any exhibits or attachments hereto, the Consultant will not be paid for any billings or invoices presented for payment prior to the execution of the Agreement or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the Consultant in the performance of any work required under this Agreement, the Consultant shall make any and all necessary corrections without additional compensation. All work submitted by the Consultant shall be certified by the Consultant and checked for errors and omissions. The Consultant shall be responsible for the accuracy of the work, even if the work is accepted by TCOMM911.
- b. No amendment, modification or renewal shall be made to this Agreement unless set forth in a written Agreement Amendment, signed by both parties and attached to this Agreement. Work

under an Agreement Amendment shall not proceed until the Agreement Amendment is duly executed by TCOMM911.

7. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall defend, indemnify and hold TCOMM911, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of TCOMM911.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and TCOMM911, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, 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 purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **INSURANCE**

a. **Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation**

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the TCOMM911's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance**

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance**

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

e. **Other Insurance Provision**

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect TCOMM911. Any insurance, self-insurance, or self-insured pool coverage maintained by TCOMM911 shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage**

The Consultant shall furnish TCOMM911 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

h. **Notice of Cancellation**

The Consultant shall provide TCOMM911 with written notice of any policy cancellation within two business days of their receipt of such notice.

i. **Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which TCOMM911 may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to TCOMM911 on demand, or at the sole discretion of TCOMM911, offset against funds due the Consultant from TCOMM911.

j. **Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, TCOMM911 shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to TCOMM911 evidences limits of liability lower than those maintained by the Consultant.

9. **TERMINATION**

- a. TCOMM911 may terminate this Agreement for convenience in whole or in part whenever TCOMM911 determines, in its sole discretion that such termination is in the best interests of TCOMM911. TCOMM911 may terminate this Agreement upon giving ten (10) days written notice by Certified Mail to the Consultant. In that event, TCOMM911 shall pay the Consultant for all costs incurred by the Consultant in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Section 5 of this Agreement.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, TCOMM911 may summarily terminate this Agreement notwithstanding any other termination provision of the Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by TCOMM911 to the Consultant. After the effective date, no charges incurred under this Agreement are allowable.
- c. If the Consultant breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by TCOMM911, TCOMM911 may terminate this Agreement, in which case TCOMM911 shall pay the Consultant only for the costs of services accepted by



TCOMM911, in accordance with Section 5 of this Agreement. Upon such termination, TCOMM911, at its discretion, may obtain performance of the work elsewhere, and the Consultant shall bear all costs and expenses incurred by TCOMM911 in completing the work and all damage sustained by TCOMM911 by reason of the Consultant's breach. If, subsequent to termination, it is determined for any reason that (1) the Consultant was not in default, or (2) the Consultant's failure to perform was not its fault or its Sub- Consultant 's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

**10. ASSIGNMENT, DELEGATION AND SUBAGREEMENTING**

- a. The Consultant shall perform the terms of the Agreement using only its bona fide employees or agents who have the qualifications to perform under this Agreement. The obligations and duties of the Consultant under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of TCOMM911.
- b. The Consultant warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

**12. INDEPENDENT CONSULTANT**

- a. The Consultant's services shall be furnished by the Consultant as an Independent Consultant and not as an agent, employee or servant of TCOMM911. The Consultant specifically has the right to direct and control Consultant's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- b. The Consultant acknowledges that the entire compensation for this Agreement is set forth in this Agreement, and the Consultant is not entitled to any TCOMM911 benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to TCOMM911 employees.
- c. The Consultant shall have and maintain complete responsibility and control over all of its Sub-Consultants, employees, agents, and representatives. No Sub-Consultant, employee, agent or representative of the Consultant shall be or deem to be or act or purport to act as an employee, agent or representative of TCOMM911.
- d. The Consultant shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, TCOMM911, federal or state legislation which is now or may during the term of this Agreement be enacted as to all persons employed by the Consultant and as to all duties, activities and requirements by the Consultant in performance of the work on this project and under this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.
- e. The Consultant agrees to immediately remove any of its employees or agents from assignment to perform services under this Agreement upon receipt of a written request to do so from the TCOMM911'S Agreement representative or designee.

**13. COMPLIANCE WITH LAWS**

The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

**14. INSPECTION OF BOOKS AND RECORDS**

TCOMM911 may, at reasonable times, inspect the books and records of the Consultant relating to the performance of this Agreement. The Consultant shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

**15. NONDISCRIMINATION**

The Consultant, its assignees, delegates or Sub-Consultants shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

**16. CONFIDENTIALITY & OWNERSHIP OF MATERIALS/WORK PRODUCED**

- a. The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of TCOMM911 will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.
- b. Material produced in the performance of the work under this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by TCOMM911. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. TCOMM911 agrees that if it uses any materials prepared by the CONSULTANT for purposes other than those intended by this Agreement, it does so at its sole risk and it agrees to hold the Consultant harmless therefore to the extent such use is agreed to in writing by the Consultant.
- c. An electronic copy of all or a portion of material produced shall be submitted to the TCOMM911 upon request or at the end of the job using a program and version specified by TCOMM911.

**17. DISPUTES**

Differences between the Consultant and TCOMM911, arising under and by virtue of this Agreement, shall be brought to the attention of TCOMM911 at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Consultant shall be decided by the TCOMM911'S Agreement representative or designee. All rulings, orders, instructions and decisions of TCOMM911'S Agreement representative shall be final and conclusive, subject to the Consultant's right to seek judicial relief pursuant to Section 18.

**18. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

**19. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

- c. Should TCOMM911 determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, TCOMM911 may, in its sole discretion, terminate this Agreement.

20. **ENTIRE AGREEMENT**

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

21. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

Thurston 9-1-1 Communications (TCOMM911)  
2703 Pacific Ave, Suite A  
Olympia, WA 98501

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Printed Name & Title

---

Printed Name & Title

---

Signature

---

Signature

---

Date

---

Date