

# **AGENDA Board of Commissioners Regular Meeting** February 14, 2022 - 4:00 PM - Electronic Meeting

# **Electronic Meeting Instructions for the Public**

This Board meeting will be held electronically using Microsoft Teams.

Please visit our webpage for meeting access information:

# www.ckfr.ora

All matters listed in the Consent Agenda have been distributed to each member of the Board of Commissioners for reading and study, are considered to be routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

### 1. ADMINISTRATIVE ITEMS

- A. Call to Order/Establish Quorum/Pledge of Allegiance
- B. Additions or Deletions to the Agenda:
- C. Announcements:
  - Station 52 Groundbreaking Event: A quorum of the Board of Commissioners will be attending the Groundbreaking Ceremony on February 16<sup>th</sup> at 10:00 AM in Olympic View. The public is invited to watch the virtual ceremony live on the CKFR Facebook.

# 2. PUBLIC COMMENT RELATED TO CKFR

See Electronic Meeting Instructions for the Public. The Board of Commissioners welcomes public comment during regular meetings. Persons may speak for up to three (3) minutes by first stating their name and address.

# 3. CONSENT ITEMS

- A. Minutes of BOC Meeting: 01/10/2022 and 01/24/2022
- B. Special Voucher: Check No. 36296 (Building permit fees)
- C. Current Vouchers: Check No. 36297 36362
- D. Calendar of Events for Fire Services
- E. Surplus List

# 4. DISCUSSION / ACTION ITEMS

- A. Olympic View Community Station (#52) Construction Contract Chief Oliver
  - ✓ Action Requested to Award Contract to Lowest Bidder
- B. Resolution 22-03: Commit \$300,000 in General Fund Balance for the Future Purchase of Bunker Gear - Finance Director Maule
  - ✓ Action Requested to Approve

- C. Resolution 22-04: Commit \$479,590 in General Fund Balance for the Future Purchase of Cardiac Monitor/Defibrillators Finance Director Maule
  - √ Action Requested to Approve
- D. Resolution 22-05: Authorizing the Purchase and Installation of a Heavy Duty Apparatus Lift and Removal of Existing Lift Using NASPO Contract #05316, Estimated at \$324,000 – Finance Director Maule
  - ✓ Action Requested to Approve
- E. Commissioner Reports
- F. Chief's Report
  - Legislative Update Finance Director Maule
  - Standards of Cover Assistant Chief Christian
  - Strategic Plan Assistant Chief Christian
  - COVID-19 Update Deputy Chief Sorenson
  - Station 45 Update Assistant Chief Tague
  - Security Update IT Manager Morley
- G. CKFR FF Association Report
- H. Local 2819 Report

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# 6. ADJOURN

# January 10, 2022

A Regular Meeting of the Board of Commissioners of Central Kitsap Fire and Rescue (CKFR) was called to order by Vice Chairman Muhleman at 4:00 PM, held electronically on Microsoft Teams, with Vice Chairman leading the Pledge of Allegiance.

### 1. ADMINISTRATIVE ITEMS

# A. Call to Order/Establish Quorum/Pledge of Allegiance

Vice Chairman verified a quorum was present on the video call. Chairman West has an excused absence.

# B. Additions or Deletions to the Agenda

None.

# C. Announcements

• Vice Chairman provided an update on Chairman West.

# 2. PUBLIC COMMENT RELATED TO CKFR

None.

### 3. CONSENT ITEMS

# A. Minutes of BOC Meeting: 12/13/2021

# B. <u>Vouchers: Check No. 36180 - 36213</u>

Last month's vouchers, dated December 22, 2021, in the total amount of \$202,167.10 were presented in accordance with RCW 52.16.050.

# C. <u>Vouchers: Check No. 36214 - 36241 and EFT</u>

Current vouchers, dated January 10, 2022, in the total amount of \$951,677.71 were presented in accordance with RCW 52.16.050. This includes EFT for \$961.78.

# D. December Payroll: Check No. 102224 – 102231 and EFTs

Last month's payroll was presented in the amount of \$1,589,649.48.

# E. Calendar of Events for Fire Services

# F. 2021 Resolutions

**MOTION** by Commissioner Erickson to approve the consent items, as published. **SECOND** by Commissioner Andrews. Motion **PASSED** unanimously by all Commissioners present and voting.

### 4. DISCUSSION / ACTION ITEMS

# A. Resolution 22-01: Captain Promotion (Giannobile) - Chief Oliver

A resolution to promote Mark Giannobile to Captain, effective January 1, 2022.

**MOTION** by Commissioner Andrews to approve Resolution 22-01: Captain Promotion (Giannobile). **SECOND** by Commissioner Erickson. Motion **PASSED** unanimously by all Commissioners present and voting.

# B. Resolution 22-02: Lieutenant Promotions (Wright & Chamberlain) – Chief Oliver

A resolution to promote Jeff Wright and Eric Chamberlain to Lieutenant, effective January 1, 2022.

**MOTION** by Commissioner Erickson to approve Resolution 22-02: Lieutenant Promotions (Wright & Chamberlain). **SECOND** by Commissioner Earle. Motion **PASSED** unanimously by all Commissioners present and voting.

C. Oath of Office & Badge Pinning for Newly Promoted \*ANNOUNCEMENT ONLY\* Due to COVID-19, the presentations have been scheduled at the stations and will be streamed live on Facebook.

# D. Fire Chief's Coin Presentation (Quill & Brisbon) - Chief Oliver

Chief Oliver recognized Volunteer Captains David Brisbon and Valerie Quill with Fire Chief's Coins for their assistance in responding to calls over the recent snow event. Brisbon and Quill ran 25 and 20 calls respectively, within the Seabeck area, which represented approximately 30% of all calls during that period within Divisions 55 and 56. Chief Oliver will present the coins in person at a later date.

# E. 2022 BOC Voucher/Committee Assignments – Vice Chair Muhleman

Status quo on voucher review rotation and committee assignments until Chairman West returns. Vice Chairman provided an overview of the committees.

# F. Overtime Report - Chief Sorenson

The full report is included in the packet. December overtime usage came in under budget, however, the budget for the year came in over \$367,000, due to the pandemic and long-term injuries and military deployments. COVID-19 omicron variant is expected to impact the upcoming OT reports.

# **G.** Commissioner Reports

- Commissioner Muhleman: No report.
- Commissioner Erickson: Appreciates the assistance provided by our volunteers during the snow storm.
- Commissioner Earle: No report.
- Commissioner Andrews: No report, appreciative of the volunteers.
- Commissioner West: Excused absence.

### H. Chief's Report

 <u>COVID 19 Update – Chief Oliver:</u> Discussion on COVID-19 Omicron is impacting our Suppression staff. Administration is considering moving Admin Staff to telework in the near future. The CDC crisis levels. We are in the contingency phase. May declare a crisis phase. COVID-19 relief funds are still available.

- <u>Hiring Update HR Director Tobin:</u> The interview and hiring process has been completed, and CKFR will be hiring a diverse pool of 17 candidates with 3 alternates. CKFR will be hosting its own Academy that is open to several other departments.
- Snow Event Update Chief Sorenson: CKFR responded to 440 incidents during the week-long snow event more than double from the last snow event. Chief Sorenson reported on several incidents that occurred. Job well done to all our crews suppression, volunteers and facilities for their hard work and for keeping the stations staffed and driveways plowed.
- Treasurer Legislative Update Finance Director Maule: Chief Oliver and
  Director Maule will be testifying in favor of Senate Bill 5565 during a public
  hearing for the WA State Legislature's Housing & Local Government Committee.
  This bill is sponsored by Senators Tim Sheldon and Christine Rolfes, and would
  allow fire districts in Washington State with a budget of over \$10M in revenue to
  act as their own treasurer.
- Benefit Service Charge Update Chief Christian: Chief Christian provided a detailed overview of the benefit service charge, an alternative revenue method for fire districts authorized under RCW 52. The fire district is not currently pursuing a benefit service charge; this report is for research only. Based on the fire district's population density, Chief Christian advised this funding method would not be a good fit for us at this time.
- Admin Building Remodel Update Chief Tague: Chief Tague provided a
  presentation on the Administration Remodel Project with Silverdale Water
  District. The slides covered the project budget, bids, schedule, and progress
  photos.
- North Perry Community Meeting, January 11<sup>th</sup> Chief Oliver: Tomorrow at 6:00 PM, CKFR will host a virtual community meeting on the new Station 45 on Facebook Live.
- Station 52 Groundbreaking Ceremony, February 16<sup>th</sup> Chief Oliver: Save the date for the new Station 52 Groundbreaking Ceremony on February 16<sup>th</sup> at 10:00 AM.

# I. CKFR FF Association Report

Volunteers helped with 3 Santa Runs and other activities.

Dec. 17, Santa Run

Henry Henneman (Santa), Judy Henneman and Joe Nededog.

Dec. 18, 10:00am, Kids Christmas Event, Outside Camp Union Saloon

Brian Voss, Valerie Quill and Hailie Matlock.

Dec.18, Santa Run

Henry Henneman (Santa), Judy Henneman and Joe Nededog.

Dec. 19, Santa Run

Henry Henneman (Santa), Judy Henneman and Joe Nededog.

# J. Local 2819 Report

No report.

### 5. CORRESPONDENCE

None.

Vice Chairman noted that Bainbridge Fire Commissioner Yung Suk Cho has just resigned; BIFD will be looking to fill that seat.

### ATTENDANCE:

Commissioner Bob Muhleman
Commissioner Ken Erickson
Commissioner Nate Andrews
Commissioner Guy Earle
Attorney Ken Bagwell
Fire Chief John Oliver
Deputy Chief Jeff Sorenson
Assistant Chief Jay Christian
Assistant Chief Rick O'Rourke
Assistant Chief Mike Tague
Finance Director Tim Maule
HR Director Misty Tobin
HR Asst. Manager Samantha Luisi
IT Manager Bob Morley

LT Terry Fassett
PIO Ileana LiMarzi
FF Jamie Monroe
Exec. Assistant Serena Prince (minutes)
VOL Captain Val Quill
VOL Captain Dave Brisbon

### **OTHER ATTENDEES:**

Tina Brisbon, Dave Fergus

Next Regular Meeting to be held on Monday, January 24, 2021, 4:00 PM, held electronically on Microsoft Teams.

ADJOURNED AT 5:18 PM.

Attested to:	
By Kenneth Bagwell,	Chairman
District Secretary	



# January 24, 2022

A Study Session of the Board of Commissioners of Central Kitsap Fire and Rescue (CKFR) was called to order by Vice Chairman Muhleman at 4:00 PM, held electronically on Microsoft Teams, with Vice Chairman leading the Pledge of Allegiance.

### 1. ADMINISTRATIVE ITEMS

# A. Call to Order/Establish Quorum/Pledge of Allegiance

Vice Chairman verified a quorum was present on the video call. Chairman West has an excused absence.

# B. Additions or Deletions to the Agenda

None.

# C. Announcements

None.

# 2. CONSENT ITEMS

# A. Vouchers: Check No. 36242 - 36295

Current vouchers, dated January 24, 2022, in the total amount of \$466.676.46 were presented in accordance with RCW 52.16.050.

# B. January Payroll: Check No. 102232 – 102239 and EFTs

Payroll was presented in the amount of \$1,548,146.32.

**MOTION** by Commissioner Erickson to accept the current vouchers and January payroll. **SECOND** by Commissioner Earle. Motion **PASSED** unanimously by all Commissioners present and voting.

# 3. DISCUSSION / ACTION ITEMS

# A. Emergency Declaration (Resolution 20-06) – Chief Oliver

Reminder that CKFR continues to operate under Resolution 20-06 due to the COVID-19 pandemic. This resolution authorizes emergency powers for the Fire Chief.

# B. Emergency Staffing Interlocal Agreement – Chief Oliver

A request for the Board to ratify the emergency staffing interlocal agreement signed by Chief Oliver. This agreement would ensure that CKFR can meet its minimum standards of coverage during the COVID-19 pandemic. For clarification, Poulsbo Fire was added to the agreement signature page after the packet went out.

**MOTION** by Commissioner Earle to ratify the Kitsap County Fire Chief's Shared (Emergency) Staffing Interlocal Agreement. **SECOND** by Commissioner Muhleman. Motion **PASSED** unanimously by all Commissioners present and voting.

# C. Resolution 22-03: Commit \$300,000 in General Fund Balance for the Future Purchase of Bunker Gear – Finance Director Maule

This draft resolution is up for discussion, to formally commit \$300,000 in fund balance for the future purchase of bunker gear. The bulk of our bunker gear will come out of NFPA compliance between 2023 and 2026 (deemed end of serviceable life). Discussion ensued on the bunker gear replacement schedule, gear inspections, repairs, cleaning and unused gear. This resolution will be presented for adoption on February 14<sup>th</sup>.

# D. Resolution 22-04: Commit \$479,590 in General Fund Balance for the Future Purchase of Cardiac Monitor/Defibrillators – Finance Director Maule

Similarly, this draft resolution would utilize new accounting rules from GASB 54 to formally commit \$479,590 for the future purchase of heart monitors. Discussion ensued on the future needs for additional heart monitors, and the number of saves using these monitors. This resolution will be presented for adoption on February 14<sup>th</sup>.

# E. 2022 BOC Voucher/Committee Assignments – Vice Chair Muhleman

Status quo, the Board will continue with the committee assignments outlined in the packet.

# F. Financial Report (November 2021) – Finance Director Maule

The full report is included in the packet. Favorable general fund balance at roughly \$2.85M, with the main drivers being GEMT, mobilization reimbursements, fund transfers in, and positive variances in expenditures.

# G. Overtime Report - Chief Christian

The full report is included in the packet. Overtime has been impacted by the snow event and with several employees in COVID-19 protocol.

# ATTENDANCE:

Commissioner Bob Muhleman
Commissioner Ken Erickson
Commissioner Nate Andrews
Commissioner Guy Earle
Attorney Ken Bagwell
Fire Chief John Oliver
Deputy Chief Jeff Sorenson
Assistant Chief Jay Christian
Assistant Chief Mike Tague
Finance Director Tim Maule
HR Asst. Manager Samantha Luisi
IT Manager Bob Morley

LT Terry Fassett PIO Ileana LiMarzi Exec. Assistant Serena Prince (minutes) VOL Captain Val Quill VOL Captain Dave Brisbon

### **OTHER ATTENDEES:**

None.

Next Regular Meeting to be held on Monday, February 14, 2021, 4:00 PM, held electronically on Microsoft Teams.

ADJOURNED AT 4:37 PM.	
Attested to:	
By Kenneth Bagwell,	Chairman
District Secretary	

# Central Kitsap Fire & Rescue

# CHECK REGISTER

02/02/2022 To: 02/02/2022

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Time: 08:06:29 Date:

02/02/2025

Page:

1

Trans	Date	Type	Acct #	Chk #	Claimant		Amount Memo	
280	02/02/2022	Claims	1	36296	KITSAP COUNTY DCD		14,358.50 Permit Fees	_
		325 FACILI	TIES BOND	PROJECT	FUND	_	14,358.50 Claims: 14,358.50	14,358.50

We, the undersigned of Central Kitsap Fire and Rescue, do hereby certify that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation. We certify and that the claims are just, due and unpaid obligation against the District and that the checks noted above are approved for payment.

Chairman	Commissioner	
Vice Chairman	Commissioner	_
Commissioner	Fire Chief	_
	Auditing Officer	

331

02/14/2022 Claims

1

02/14/2022 To: 02/14/2022

Time: 07:54:56 Date: Page:

175.00 3rd Quarter Dues - Oliver

02/10/202

				02	2/14/2022 10. 02/14/2022		rage.
Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
292	02/14/2022	Claims	1	36297	ADVANCED DOOR SERVICE INC	626.75	Bay Door Repair
293	02/14/2022	Claims	1	36298	AIRGAS USA LLC	675.79	O2 Tank Refill
294	02/14/2022	Claims	1	36299	ALL BATTERY SALES & SERVICE	134.02	Battery
295	02/14/2022	Claims	1	36300	AMERICAN PAYROLL INSTITUTE,	275.00	Membership Renewal - Robnett
296	02/14/2022	Claims	1	36301	INC ARAMARK	124.94	Laundry Services - Shop
297	02/14/2022	Claims	1	36302	ASSOCIATED PETROLEUM		Gas & Diesel Fuel
_,,	02/ 1 1/2022	o.ao	·	00002	PRODUCTS INC	. 0,0 2	
298	02/14/2022	Claims	1	36303	BELFAIR HOSE & HYDRAULIC INC	175.06	Water Pressure Line Replacement; Pressure Washer Station; Hose
299	02/14/2022	Claims	1	36304	BREM-AIR DISPOSAL INC	1,633.99	Garbage Service
300	02/14/2022	Claims	1	36305	CASCADE FIRE EQUIPMENT COMPANY	1,300.74	Boots
301	02/14/2022	Claims	1	36306	CASCADE NATURAL GAS CORP	5,007.13	Natural Gas
302	02/14/2022	Claims	1	36307	CENTURYLINK	88.18	Phone Service
303	02/14/2022	Claims	1	36308	CENTURYLINK	656.09	Phone Service
304	02/14/2022	Claims	1	36309	CINTAS FIRE PROTECTION	244.35	Extinguisher Inspections
305	02/14/2022	Claims	1	36310	E & F RECOVERY LLC	450.00	Archive Data Services
306	02/14/2022	Claims	1	36311	EMPACT NORTHWEST	5,795.00	Rescue Systems 1 - Espitia, Monroe, Patterson, S. Smith, Trumbull, Wright; Rope Rescue Tech - Hagen
307	02/14/2022	Claims	1	36312	ERLAND POINT WATER COMPANY	190.44	Water And Street Lights
308	02/14/2022	Claims	1	36313	GILCHRIST CHEVROLET INC	64.46	Connector Sensor
309	02/14/2022	Claims	1	36314	GRAINGER	114.16	Handicap Parking Signs
310	02/14/2022	Claims	1	36315	HIS HANDS LAWN CARE & SERVICES INC	10,336.94	Lawn Care Contract; Front Island Cleanup
311	02/14/2022	Claims	1	36316	HUGHES FIRE EQUIPMENT INC	1,933.00	Seat Belt; LED Step Lights; Fan Belt, Mac Valve
312	02/14/2022	Claims	1	36317	KENT D BRUCE CO LLC	397.35	Strobe Opticom For Command Car; TACTL5 Traffic Controller
313	02/14/2022	Claims	1	36318	KITSAP 911 PUBLIC AUTHORITY	14,915.00	Cencom Services
314	02/14/2022	Claims	1	36319	KITSAP COUNTY PUBLIC WORKS	747.90	Utilties - Sewer
315	02/14/2022	Claims	1	36320	KITSAP TIRE CENTER INC	914.64	Duratrack Tires
316	02/14/2022	Claims	1	36321	KRONOS INCORPORATED	12.76	IVR Service
317	02/14/2022	Claims	1	36322	LIFE ASSIST INC	7,005.25	Medical Supplies
318	02/14/2022	Claims	1	36323	LN CURTIS & SONS	507.83	Rechargeable Battery
319	02/14/2022	Claims	1	36324	MES - NORTHWEST	4,645.58	Wye Handle; Flashlight With Clip
320	02/14/2022	Claims	1	36325	NORTH PERRY AVENUE WATER DISTRICT	218.00	Water And Street Lights
321	02/14/2022	Claims	1	36326	NORTHSIDE METAL CARPORTS, LLC	28,410.85	Metal Carport For Draft Commander And Off Road Vehicle
322	02/14/2022	Claims	1	36327	NOVUS N/W AUTO GLASS	59.90	Windshield Repair
323	02/14/2022	Claims	1	36328	OFFICE DEPOT	588.29	Office Supplies
324	02/14/2022	Claims	1	36329	OLYMPIC SPRINGS	34.66	Drinking Water
325	02/14/2022	Claims	1	36330	PACIFIC OFFICE AUTOMATION	578.48	Copier Lease And Usage Charges
326	02/14/2022	Claims	1	36331	PACIFIC POWER GROUP LLC	503.80	Control Board For Generator
327	02/14/2022	Claims	1	36332	PERKINS COIE LLP	660.00	Bond Project Legal Counsel
328	02/14/2022	Claims	1	36333	PUGET SOUND ENERGY	5,105.07	Electricity
329	02/14/2022	Claims	1	36334	PUGET SOUND REGIONAL FIRE AUTHORITY	975.00	Rope Rescue Training - Bresnan
330	02/14/2022	Claims	1	36335	RIGHT! SYSTEMS INC	3,245.30	Barracuda Annual Renewal
221	00/14/2022	Claima	4	2/22/	DOTABY CLUB OF CHAFDDALE		2rd Quarter Dues Oliver

36336 ROTARY CLUB OF SILVERDALE

Time:

07:54:56 Date:

02/10/2022

416,068.81

416,068.81

02/14/2022 To: 02/14/2022

2 Page: Trans Date Type Acct # Chk # Claimant Amount Memo 5,625.00 My Fire Rules Annual 332 02/14/2022 Claims 1 36337 RULES GUYS INC, THE Maintenance (2020-2022); Move SQL Databases From EF Recovery To On Premise SQL & EPCR 02/14/2022 1 36338 SEA-WESTERN FIRE APPARATUS 9,412.04 Bunker Gear; Quarterly Air Test 333 Claims Program & EQUIPMENT 334 02/14/2022 Claims 1 36339 SHI INTERNATIONAL CORP 39,631.19 Fortinet Renewal; Falcon Firewall 240.00 HVAC Upgrade 335 02/14/2022 Claims 1 36340 SIDER & BYERS ASSOCIATES, INC. 336 02/14/2022 Claims 1 36341 SILVERDALE CHAMBER OF 250.00 2022 Annual Membership Renewal **COMMERCE** 337 02/14/2022 Claims 1 36342 SILVERDALE PLUMBING & 2,478.66 Mop Sink Install **HEATING INC** Claims 36,597.57 Admin Remodel Phase 1 338 02/14/2022 1 36343 SILVERDALE WATER DISTRICT 02/14/2022 Claims 1 36344 SIX ROBBLEES' INC 160.54 Hydraulic Fluid For Snow Plow 339 209.51 Medical Waste 340 02/14/2022 Claims 1 36345 STERICYCLE INC 02/14/2022 Claims 1 36346 **STRUCTURED** 110,406.10 Cameras & Licenses 341 Claims 1 02/14/2022 36347 SUMMIT LAW GROUP PLLC 1,018.00 Legal - General Labor 342 36348 SUNRISE PEST MANAGEMENT 343 02/14/2022 Claims 1 869.40 Pest Control 344 02/14/2022 Claims 1 36349 SYSTEMS DESIGN WEST, LLC 9,175,22 December 2021 Transport Billing 345 02/14/2022 Claims 1 36350 TAHPI 31,200.00 Annual Service Agreement Claims 36351 TARGET SOLUTIONS LEARNING 3,671.55 Annual TSEVAL - Vector 346 02/14/2022 1 Evaluations LLC 347 02/14/2022 Claims 1 36352 THE DOCTORS CLINIC 55.00 CDL Drug Screen - Busby Claims 818.88 Cam Position Sensors; Ignition 348 02/14/2022 1 36353 TITUS-WILL FORD Coils 349 02/14/2022 Claims 1 36354 TRI-TEK SYSTEMS 1,005.00 Alarm System Monitoring 350 02/14/2022 Claims 1 36355 TSI INCORPORATED 5,099.50 Calibration Contract 351 02/14/2022 Claims 1 36356 192.38 Fuel Tank Delineator Post ULINE, INC 352 02/14/2022 Claims 1 36357 US BANK CORPORATE PAYMENT 37,014.08 January Statement SYSTEM 353 02/14/2022 Claims 1 36358 VALLEY FREIGHTLINER INC 437.99 Oil Pressure Sensor, O-Rings, Valve Cover Gasket, Transmission 15.30 Driver Record Monitoring 354 02/14/2022 Claims 1 36359 WASHINGTON STATE TRANSIT **INSURANCE POOL** 355 02/14/2022 Claims 1 36360 WEST MARINE PRO 34.87 Hinge Claims 1 1,149.30 Auto Parts 356 02/14/2022 36361 **WESTBAY AUTO PARTS** 5,930.91 Defib Pads And Cable 02/14/2022 Claims 36362 ZOLL MEDICAL CORPORATION 357 1

> 001 GENERAL FUND 406,356.61 004 KITSAP COUNTY JOINT TRAINING CONSORTIUM 9.052.20 325 FACILITIES BOND PROJECT FUND 660.00 Claims:

<sup>\*</sup> Transaction Has Mixed Revenue And Expense Accounts

Central Kitsap Fire & Rescue

# **CHECK REGISTER**

Time: 07:54:56 Date: 02/10/2022

02/14/2022 To: 02/14/2022

Page: 3

Trans Date Type Acct # Chk # Claimant Amount Memo

We, the undersigned of Central Kitsap Fire and Rescue, do hereby certify that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation. We certify and that the claims are just, due and unpaid obligation against the District and that the checks noted above are approved for payment.

Chairman	Commissioner
Vice Chairman	Commissioner
Commissioner	Fire Chief
	Auditing Officer

# **February 2022**

Payroll/Voucher Assignment: **ANDREWS** 

Wednesday	2	9:00 AM	Kitsap Risk Management Group (KRMG) Meeting: <b>EARLE</b>	
Wednesday	2	11:30 AM	Kitsap Health & Safety Officers Meeting: <b>EARLE</b>	
Wednesday	9	1:00 PM	Chief's Meeting: <b>EARLE</b>	Chief's Office
Wednesday	9	3:30 PM	Chief's Meeting: <b>ANDREWS</b>	Chief's Office
Thursday	9	8:00 AM	Chief's Meeting: MUHLEMAN, ERICKSON	MS Teams - Virtual
Monday	14	4:00 PM	Board Meeting – Regular	
Wednesday	16	10:00 AM	Station 52 Groundbreaking Ceremony	Olympic View Site
Thursday	17	10:00 AM	KCFCA Executive Board Meeting: MUHLEMAN	CKFR
Monday	21	Holiday	Presidents' Day – Admin Office Closed	
Tuesday	22	7:00 PM	Kitsap Fire Commissioners Association Meeting	
Wednesday	23	8:30 AM	Chief's Meeting:,,	Chief's Office
Wednesday	23	2:00 PM	Chief's Meeting: <b>EARLE</b> ,	Chief's Office
Wednesday	23	3:30 PM	Chief's Meeting: ANDREWS, MUHLEMAN	Chief's Office
Monday	28	4:00 PM	Board Meeting – Study Session	

# **March 2022**

Payroll/Voucher Assignment: **EARLE** 

Wednesday	9	8:30 AM	Chief's Meeting:,,	Chief's Office
Wednesday	9	1:00 PM	Chief's Meeting: <b>EARLE</b> ,	Chief's Office
Wednesday	9	3:30 PM	Chief's Meeting:,	Chief's Office
Saturday	12	TBD	Region 9 Workshop (Hybrid – in person at North Mason RFA and online	e on Zoom)
Monday	14	4:00 PM	Board Meeting – Regular	
Thursday	17	6:00 PM	KCFCA Executive Board Meeting: <b>MUHLEMAN</b>	CKFR
Tuesday	22	7:00 PM	Kitsap Fire Commissioners Association Meeting	
Wednesday	23	8:30 AM	Chief's Meeting:,	Chief's Office
Wednesday	23	1:00 PM	Chief's Meeting: <b>EARLE</b> ,	Chief's Office
Wednesday	23	3:30 PM	Chief's Meeting:,,	Chief's Office
Monday	28	4:00 PM	Board Meeting – Study Session	
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# **April 2022**

Payroll/Voucher Assignment: **ERICKSON** 

Tuesday	5	1:00 PM	Chief's Meeting: <b>EARLE,</b>	Chief's Office
Wednesday	6	9:00 AM	Kitsap Risk Management Group (KRMG) Meeting: <b>EARLE</b>	
Wednesday	6	11:30 AM	Kitsap Health & Safety Officers Meeting: <b>EARLE</b>	
Wednesday	6	1:00 PM	Chief's Meeting:,	Chief's Office
Wednesday	6	3:30 PM	Chief's Meeting:,	Chief's Office
Monday	11	4:00 PM	Board Meeting – Regular	
Wednesday	20	8:30 AM	Chief's Meeting:,	Chief's Office
Wednesday	20	1:00 PM	Chief's Meeting: <b>EARLE</b> ,	Chief's Office
Wednesday	20	3:30 PM	Chief's Meeting:,	Chief's Office
Thursday	21	6:00 PM	KCFCA Executive Board Meeting: MUHLEMAN	CKFR
Monday	25	4:00 PM	Board Meeting – Study Session	
Tuesday	26	7:00 PM	Kitsap Fire Commissioners Association Meeting	
Saturday	30	TBD	WFCA Spring Seminar Series - Suquamish	Clearwater Resort

# **May 2022**

Payroll/Voucher Assignment: **MUHLEMAN** 

Wednesday	4	9:00 AM	Chief's Meeting:,	Chief's Office
Wednesday	4	1:00 PM	Chief's Meeting: <b>EARLE</b> ,	Chief's Office
Wednesday	4	3:30 PM	Chief's Meeting:,	Chief's Office
Monday	9	4:00 PM	Board Meeting – Regular	
Wednesday	18	8:30 AM	Chief's Meeting:,	Chief's Office
Wednesday	18	1:00 PM	Chief's Meeting: <b>EARLE</b> ,	Chief's Office
Wednesday	18	3:30 PM	Chief's Meeting:,	Chief's Office
Thursday	19	6:00 PM	KCFCA Executive Board Meeting: MUHLEMAN	CKFR
Monday	23	4:00 PM	Board Meeting – Study Session	
Tuesday	24	7:00 PM	Kitsap Fire Commissioners Association Meeting	
Monday	30	Holiday	Memorial Day – Admin Office Closed	
-				

# **June 2022**

Payroll/Voucher Assignment: WEST

Wednesday	1	9:00 AM	Kitsap Risk Management Group (KRMG) Meeting: <b>EARLE</b>	
Wednesday	1	11:30 AM	Kitsap Health & Safety Officers Meeting: <b>EARLE</b>	
Wednesday	8	8:30 AM	Chief's Meeting:,	Chief's Office
Wednesday	8	1:00 PM	Chief's Meeting: <b>EARLE</b> ,	Chief's Office
Wednesday	8	3:30 PM	Chief's Meeting:,,	Chief's Office
Monday	13	4:00 PM	Board Meeting – Regular	
Thursday	16	6:00 PM	KCFCA Executive Board Meeting: MUHLEMAN	CKFR
Monday	20	Holiday	Juneteenth observed on the 20 <sup>th</sup> – Admin Office Closed	
Wednesday	22	8:30 AM	Chief's Meeting:,	Chief's Office
Wednesday	22	1:00 PM	Chief's Meeting: <b>EARLE</b> ,	Chief's Office
Wednesday	22	3:30 PM	Chief's Meeting:,,	Chief's Office
Monday	27	4:00 PM	Board Meeting – Study Session	
Tuesday	28	7:00 PM	Kitsap Fire Commissioners Association Meeting	

# **Notes:**

• WFCA Seminar at Campbell's Resort in Chelan, WA – TBD

**July 2022** Payroll/Voucher Assignment: **ANDREWS** 

Monday	4	Holiday	Independence Day, Fourth of July – Admin Office Closed	
Monday	11	4:00 PM	Board Meeting – Regular	
Saturday	16	5:00 PM	Kitsap Fire Commissioners Association Annual Picnic @ Presiden	t Ellingson's Home
Thursday	21	6:00 PM	KCFCA Executive Board Meeting: <b>MUHLEMAN</b>	CKFR
Monday	25	4:00 PM	Board Meeting – Study Session	

# August 2022

Payroll/Voucher Assignment: EARLE

Wednesday	3	9:00 AM	Kitsap Risk Management Group (KRMG) Meeting: EARLE		
Wednesday	3	11:30 AM	Kitsap Health & Safety Officers Meeting: <b>EARLE</b>		
Monday	8	4:00 PM	Board Meeting – Regular		
Thursday	18	6:00 PM	KCFCA Executive Board Meeting: <b>MUHLEMAN</b>	CKFR	
Monday	22	4:00 PM	Board Meeting – Study Session		
Tuesday	23	7:00 PM	Kitsap Fire Commissioners Association Meeting		

# September 2022

Payroll/Voucher Assignment: Erickson

Monday	5	Holiday	Labor Day – Admin Office Closed	
Monday	12	4:00 PM	Board Meeting – Regular	
Thursday	15	6:00 PM	KCFCA Executive Board Meeting: MUHLEMAN	CKFR
Monday	26	4:00 PM	Board Meeting – Study Session	
Tuesday	27	7:00 PM	Kitsap Fire Commissioners Association Meeting	

# October 2022 Payroll/Voucher Assignment: MUHLEMAN

Wednesday	5	9:00 AM	Kitsap Risk Management Group (KRMG) Meeting: <b>EARLE</b>		
Wednesday	5	11:30 AM	Kitsap Health & Safety Officers Meeting: <b>EARLE</b>		
Monday	10	4:00 PM	Board Meeting – Regular		
Thursday	17	6:00 PM	KCFCA Executive Board Meeting: MUHLEMAN	CKFR	
Monday	24	4:00 PM	Board Meeting – Study Session		
Tuesday	25	7:00 PM	Kitsap Fire Commissioners Association Meeting		

# November 2022

Payroll/Voucher Assignment: WEST

Friday	11	Holiday	Veterans Day – Admin Office Closed	
Monday	14	4:00 PM	Board Meeting – Regular	
Thursday	17	6:00 PM	KCFCA Executive Board Meeting: MUHLEMAN	CKFR
Tuesday	22	7:00 PM	Kitsap Fire Commissioners Association Meeting	
Thursday	24	Holiday	Thanksgiving Day – Admin Office Closed	
Friday	25	Holiday	Native American Heritage Day – Admin Office Closed	
Monday	28	4:00 PM	Board Meeting – Study Session	

# December 2022 Payroll/Voucher Assignment: ANDREWS

Tuesday	27	4:00 PM	Board Meeting – Study Session	
Monday	26	Holiday	Christmas Day observed on the 26 <sup>th</sup> – Admin Office Closed	
Thursday	15	6:00 PM	KCFCA Executive Board Meeting: <b>MUHLEMAN</b>	CKFR
Monday	12	4:00 PM	Board Meeting – Regular	
Saturday	10	12:00 PM	Kitsap Fire Commissioners & Fire Chiefs Annual Holiday Brunch at Suc	quamish Clearwater Casino
Wednesday	7	11:30 AM	Kitsap Health & Safety Officers Meeting: <b>EARLE</b>	
Wednesday	7	9:00 AM	Kitsap Risk Management Group (KRMG) Meeting: EARLE	



To: Board of Commissioners

From: Central Supply

Date: February 14, 2022

Re: Surplus List

# **Action Requested**

Please review the following surplus request.

Items to Surplus	Estimated Value	Condition	Disposal Method
Bosch Dishwasher (Station 41)	\$0.00	Broken	Dispose
Surface Pro3 Tablet	\$0.00	Broken	Dispose
iPhone 8's (Qty. 4)	\$0.00	Broken	Dispose
HP OfficeJet Printers (Qty. 2) No longer needed, end of serviceable life	\$25.00	Poor	Sell/Auction
Espon Powerlite 1940 Projector	\$0.00	Broken	Dispose
Rack Style UPS (Qty. 2)	\$0.00	Broken	Dispose
STIHL Back Blowers (Qty. 2)	\$0.00	Broken	Dispose

# **Background**

CKFR continues to update and change out equipment as necessary. This is a normal, ongoing process that occurs throughout the year based on the district's inventory and needs.

# **Budget Implication**

Once declared surplus by the Board, the items or equipment listed above will be put up for auction on the public surplus website, donated, or disposed of, based on Staff's recommended method of disposal. Any income realized from the sale will be put back into the district's general fund.

# **Policy Implication**

Staff are following Resolution 08-25 Disposal of District Surplus Property and SOP 3-04 Surplus of District Property (formerly 2-06).

# Recommendation

Staff recommend Board approval to surplus the items listed above.

**LETTER OF TRANSMITTAL** 

# Berschauer Group

				2/:	2/2022	22100	
		x 11910 a, WA 98508		ATTENTION		Anna Ma	
				RE:	Centra	ll Kitsap Fire & Resuce Station 52	
то	Cen	tral Kitsap Fire & Resc	ue				
	Attr	n: Anna Ma					
	530	0 NW Newberry Hill, S	Suite 101				
	Silve	erdale, WA 98383					
WE ARE SEN	IDING YOU:						
	X Atta	iched	Under separate cover via			the following it	er
	Sho	p Drawings	Prints	Plans		Samples Specifications	
	Сор	y of letter	Change order				
COPIES	DATE	NO.		DESCR	PTION		
1	2/2/2022			Signed Contr	act - Orginial		
1	2/2/2022			Letter of B	ondability		
THESE ARE 1	RANSMITTE	D as checked below:		For approval and	payment		
	For	approval	Approved as submitted	Resubmit		copies for approval	
	X For	your signature	Approved as noted	Submit		copies for distribution	
		equested	Returned for corrections	Return		corrected prints	
			The control of contections	- Notain		corrected prints	
		review & comment					
	FOR	BIDS DUE		PRINTS RETURNE	D AFTER LOAN T	O US	
REMARKS	5						
							_
						AA ! I B	
CODY TO				SIGNED:		Mariah Bryant	

Phone: 360-539-7252 Fax: 360-943-5600



# **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

AGREEMENT made as of the \_\_\_\_day of \_\_\_\_\_in the year <u>Two Thousand Twenty-Two</u>
(In words, indicate day, month and year.)

**BETWEEN** the Owner:

(Name, legal status, address and other information)

Central Kitsap Fire & Rescue 5300 Newberry Hill Road, Suite 101 Silverdale, Washington 98383

and the Contractor: (Name, legal status, address and other information)

Berschauer Group, Inc.
344 Cleveland Avenue SE, Suite C
Olympia, Washington 98501

for the following Project: (Name, location and detailed description)

<u>Central Kitsap Fire & Rescue – Fire Station 52</u> 5328 NW Anderson Hill Road Silverdale, Washington 98383

The Architect: (Name, legal status, address and other information)

Rice Fergus Miller, Inc. 275 5th Street, Suite 100 Bremerton, Washington 98337

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

1

**User Notes:** 

(1850033783)

#### TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

#### **EXHIBIT A INSURANCE AND BONDS**

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, <u>revised</u> Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the <u>entire</u> Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner. which is currently expected on or about February 22, 2022.
- [-] Established as follows:

  (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work. Work as provided in the notice to proceed.

### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

lnit.

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User Notes:

[ ]— Not later than ( ) cales	ndar days from the date of commencement of	the Work.
[-] By the following date: X	By the following date: February 24, 202.	3.
	ntract Time as provided in the Contract Docur to Substantial Completion of the entire Work by the following dates:	
Portion of Work	Substantial Completion Date	
	Substantial Completion as provided in this Section 4.5. The Contractor shall achieve Final Control.	
Contract. The Contract Sum shall be (\$-	or the Contract Sum in current funds for the C  -), Six Million Four Hundred Thousand Doll the Contract Sum, subject to additions and de	ars (\$6,400,000.00), plus
§ 4.2 Alternates § 4.2.1 Alternates, if any, included in the	e Contract Sum:	
item <u>N/A</u>	Price	
execution of this Agreement. Upon acce	elow, the following alternates may be accepted ptance, the Owner shall issue a Modification additions that must be met for the Owner to accepted.	to this Agreement.
Item	Price	Conditions for Acceptance
As allowed under the bidding d	ocuments or Contract Documents	
§ 4.3 Allowances, if any, included in the of this work is further described in the C (Identify each allowance.)	Contract Sum: Sum; these descriptions are sucontract Documents:	mmary in nature, and the scope
tem   <u>N/A </u>	Price	
in the Contract Documents:	iptions are summary in nature, and the scope of and quantity limitations, if any, to which the	
ltem	Units and Limitations	Price per Unit (\$0.00)
<u>N/A</u>		- , ,
§ 4.5 Liquidated damages, if any:		

§ 4.5 Liquidated damages, if any

(Insert terms and conditions for liquidated damages, if any.)

Any delay to this Project could have substantial impact upon and cause significant damages to the Owner. The Owner will assess, and the Contractor will be responsible for, liquidated damages in the amount of \$500.00 per day for each calendar day beyond the Contract Time that Substantial Completion is not timely achieved.

The Contractor and Owner agree that this liquidated damages amount is not a penalty and is a reasonable estimations of actual damages to the Owner, as of this date of Agreement, based on the inherent uncertainty and difficulty in calculating and quantifying damages caused by delays in the construction of public facilities.

### § 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

### ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

# See the Contract Documents.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the The Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (-) days after the Architect receives the Application for Payment. as provided in the Contract Documents.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent <u>approved</u> schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. the Work and as specified in the Contract Documents. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect <u>or Owner may require</u>. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201<sup>TM</sup>—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
  - .1 That portion of the Contract Sum properly allocable to completed Work;
  - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in <u>writing</u> and in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
  - That portion of Construction Change Directives that the Architect determines, determines and the Owner agrees, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
  - .1 The aggregate of any amounts previously paid by the Owner;
  - .2 The amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
  - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
  - .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or for which the Owner or Architect may nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Statutory retainage of five percent (5%) shall be withheld from all payments, unless the Contractor submits and the Owner accepts a retainage bond pursuant to RCW 60.28.011(6).

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

### N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Per statute and the Contract Documents.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Upon obtaining Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. sufficient to increase the total payments to ninety-nine percent (99%) of the Contract Sum (see Section 9.2.5 of the A201 regarding the final one percent (1%) of the Contract Sum to be paid after Substantial Completion), less such amounts as the Architect shall determine for incomplete Work in excess of the amount allocated under Section 9.2.5 of the A201 and any other amounts as specified in the Contract Documents. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: a request for payment of retainage.

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior <u>written</u> approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

### § 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, except for retainage, shall be made by the Owner to the Contractor when
  - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
  - .2 a final Certificate for Payment has been issued by the Architect. by the Architect; and
  - .3 Final Acceptance by the Owner's Board of Commissioners has occurred.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: completion of all requirements for Final Acceptance listed in the A201-2017 General Conditions.
- § 5.2.3 Retainage shall be paid according to statute and the Contract Documents.

### § 5.3 Interest

**User Notes:** 

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

%—Payments due and unpaid under the Contract Documents shall bear interest at the Bank of America prime plus two percent per annum, unless a different rate is required by RCW 39.76.

#### ARTICLE 6 DISPUTE RESOLUTION

# § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

There is no "Initial Decision Maker" for this Project.

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

<del>[-]</del>	-Arbitration pursuant to Section 15.4 of AIA Document A201 -2017
[ }	Litigation in a court of competent jurisdiction
<u>[_X_</u> ]	Other (Specify)

Litigation in Superior Court in Kitsap County, Washington.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in the County in which the Project is located in a court of competent jurisdiction.

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for

N/A

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the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

# ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 8.2 The Owner's designated representative:

(Name, address, email address, and other information)

Mike Tague, Assistant Chief Central Kitsap Fire & Rescue 5300 Newberry Hill Road, Suite 101

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User Notes:

Silverdale, Washington 98383 (360) 447-3587 mtague@ckfr.org

§ 8.3 The Contractor's <u>designated</u> representative: (Name, address, email address, and other information)

Regan Berschauer, President
Berschauer Group, Inc.
344 Cleveland Avenue SE, Suite C
Olympia, Washington 98501
(360) 539-7252
regan@berschauergroup.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in <a href="the A201 General">the A201 General</a> Conditions and as described elsewhere in the Contract Documents. AIA Document A101<sup>TM</sup>\_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in is not used and is not a part of the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101<sup>TM</sup> 2017 Exhibit A, the A201 General Conditions and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201 2017, may be given in accordance with AIA Document E203<sup>TM</sup> 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise format may be given as set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Per the Contract Documents.

§ 8.7 Other provisions:

N/A

# ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101<sup>TM</sup>—2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101<sup>TM</sup> 2017, Exhibit A, Insurance and Bonds [Not used.]
- .3 AIA Document A201<sup>TM</sup>—2017, General Conditions of the Contract for Construction <u>as revised by the Owner</u>. All references to the A201 or to the General Conditions are to the revised document.
- 4 AIA Document E203<sup>TM</sup> 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:[Not used.]

(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

.5 Drawings

Number Title Date
See the Index of Drawings in the
Project Manual

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io Decettication	.6	Specification
------------------	----	---------------

Section	Title	Date	Pages
See the Table of Specifications in			
the Project Manual			

### Addenda, if any:

Number	Date	Pages
1	December 22, 2021	<u>86</u>
2	December 28, 2021	<u>1</u>
3	January 12, 2022	<u>64</u>
4	January 14, 2022	<u>11</u>
<u>5</u>	January 20, 2022	<u>13</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204TM 2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

<del>[</del> -	The Sustainability Plan:X	Supplementary and o	ther Conditions of	the Contract:
	Title	Date	Pages	
	Document See the Project Manual dated December 3, 2021	<u>Title</u>	<u>Date</u>	<u>Pages</u>
-	-] Supplementary and other Condi	tions of the Contract:		
	Document	Title	Date	<del>Pages</del>

### Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Department of Labor and Industries Prevailing Wage Rates.

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

**User Notes:** 

	6.6
OWNER (Signature)	CONTRACTOR (Signature)
	KEGAN BERSCHAUER, PRESIDENT
(Printed name and title)	(Printed name and title)

(1850033783)

Init.

# Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Graehm Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 17:11:32 ET on 01/27/2022 under Order No. 1226258892 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101<sup>TM</sup> – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)		
(Title)		
(Dated)		



Zurich Surety, Credit & Political Risk 800 Fifth Ave, Suite 3800 Seattle, WA. 98104 Phone: (206) 346-2614

February 1, 2022

Central Kitsap Fire and Rescue 5300 NW Newberry Hill Road, Suite 101 Silverdale, WA 98383

Re: Berschauer Group, Inc. CKFR Station 52 \$6.4mil + Tax

To Whom It May Concern:

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Berschauer Group, Inc. for single projects of \$35 million and an aggregate uncompleted backlog of \$50 million. Zurich/F&D is rated "A+" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$700 million.

We have every confidence that Berschauer Group, Inc. can complete this project of the size and nature of that presented here. If Berschauer Group, Inc. is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds upon execution of the contract, subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Berschauer Group, Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

Michael R. Highsmith

Attorney-In-Fact

Zurich American Insurance Company

Fidelity and Deposit Company of Maryland

Agency Contact Information:

Kaye Surety

ehon6

1011 E. Main, Ste 301 Puyallup, WA 98372

253-987-8212

CA Lic No. 0F17481



# **RESOLUTION 22-03**

# A Resolution to Formally Commit \$300,000 in General Fund Balance for the Future Purchase of Bunker Gear as Planned in the District's 2022 Operating Budget

February 14, 2022

**WHEREAS**, Central Kitsap Fire and Rescue last purchased the majority of its structural firefighting protective ensembles (commonly known as bunker gear) primarily through a 2012 grant and bonds issued in 2015; and

**WHEREAS**, Bunker gear has a ten (10) year useful year lifespan according to NFPA 1851 guidelines and much of the District's bunker gear is set to expire between 2023 and 2026; and

**WHEREAS**, the District wishes to establish a designated funding source in order to replace its expiring bunker gear and its 2022 Operating Budget allocated \$300,000 for the future replacement of bunker gear as a first step in this funding plan.

**THEREFORE, BE IT RESOLVED** by the Board of Fire Commissioners of Central Kitsap Fire and Rescue does herby formally commit \$300,000 of its general fund balance exclusively for the purchase of bunker gear.

**BE IT FURTHER RESOLVED** that for the purpose of internal financial reporting, these funds may be combined with other committed balances of the general fund and tracked separately from normal operating activity.

ADODUED 1: 14th 1 CE 1

<b>ADOPTED,</b> this 14 <sup>th</sup> day of February, 2022.	
DICK WEST, Chairman	BOB MUHLEMAN, Vice Chairman
NATE ANDREWS, Commissioner	KEN ERICKSON, Commissioner
ATTEST:	
KENNETH BAGWELL, District Secretary	GUY EARLE, Commissioner



# **RESOLUTION 22-04**

A Resolution to Commit \$479,590 of the General Fund Balance for the Future Purchase of Cardiac Monitor/Defibrillators from Ground Emergency Medical Transport (GEMT)

Revenue Received that was in Excess of the Amount Budgeted for 2021.

February 14, 2022

WHEREAS, Central Kitsap Fire and Rescue views advanced cardiac monitor/defibrillators as a critical tool for its EMS program to help improve patient outcomes during pre-hospital care; and

**WHEREAS**, in 2021 the district experienced a significant favorable variance in GEMT revenue received from the Washing State Health Care Authority (HCA) primarily from a SFY 2020 fee for service interim supplemental payment; and

**WHEREAS**, the District utilized the favorable variance in GEMT revenue to purchase six monitor/defibrillators in 2021 and now wishes to commit the estimated funding necessary to purchase and maintain cardiac monitor/defibrillators for an additional 10 years.

**THEREFORE, BE IT RESOLVED** that the Board of Fire Commissioners of Central Kitsap Fire and Rescue does herby formally commit \$479,590 of its general fund balance exclusively for the future purchase of cardiac monitor/defibrillators.

**BE IT FURTHER RESOLVED** for the purpose of internal financial reporting, these funds may be combined with other committed balances of the general fund and tracked separately from normal operating activity.

<b>ADOPTED,</b> this 14 <sup>th</sup> day of February, 2022.	
DICK WEST, Chairman	BOB MUHLEMAN, Vice Chairman
NATE ANDREWS, Commissioner	KEN ERICKSON, Commissioner
ATTEST:	
KENNETH BAGWELL, District Secretary	GUY EARLE, Commissioner



# **RESOLUTION 22-05**

Authorizing the Purchase and Installation of a New Heavy Duty In-Ground Vehicle and Apparatus Lift and Removal of the Existing Lift Using NASPO Contract #05316 Through the Washington State Department of Enterprise Services (DES)

February 14, 2022

**PREAMBLE:** Central Kitsap Fire and Rescue (the "District") has a need for a replacement in-ground heavy-duty vehicle and apparatus lift at our vehicle maintenance "shop" facility including removal of the existing lift and installation of the new one. The District's current lift is over 20 years old and most parts for it are either obsolete or becoming obsolete. Ford-Smith, the vendor that supplied our existing lift, is also no longer in business, which makes repairing the District's existing lift extremely difficult.

The District will be using Rotary Lift through NASPO Contract #05316 to make this purchase. The removal and installation will be done by Equipment Sales Company through Rotary Lift. Equipment Sales Company is the authorized installers for Rotary Lift in the Pacific Northwest.

The District allocated a total of \$324,000 from the General Fund for these costs in its 2022 adopted budget. The current project scope and estimated costs are provided as follows:

# **Scope of Work and Cost Estimate**

Project	Est. Base Cost	Est. Tax	Est. Total
Lift MOD35M-18 including add-ons	\$183,648	\$16,528	\$200,176
Removal/Installation	\$101,630	\$9,147	\$110,777
Change Order Contingency	\$11,900	\$1,071	\$12,971
<b>Estimated Total</b>	\$297,178	\$26,746	\$323,924

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CENTRAL KITSAP FIRE AND RESCUE THAT BASED UPON THE FOREGOING, Central

Kitsap Fire and Rescue authorizes the purchase of a new in-ground heavy duty vehicle and apparatus lift including removal of the existing lift and installation of the new one. The base amount is not to exceed \$297,180, excluding required sales tax, using the NASPO ValuePoint Contract #05316.

<b>ADOPTED</b> , this 14 <sup>th</sup> day of February, 2022.	
DICK WEST, Chairman	BOB MUHLEMAN, Vice Chairman
NATE ANDREWS, Commissioner	KEN ERICKSON, Commissioner
ATTEST:	
KENNETH RAGWELL District Secretary	GIIV FARI F. Commissioner

# Rotary Lift NASPO Equipment Quotation



Quote #: 202238

Date: 1/14/2022

Requested By: Joe Calkins

Quote Expires: 2/14/2022

Payment Terms: 1/2%-15th,NET 30

Warranty: 1yr Parts & 1 yr Labor

Note: Quote for equipment and installation.

Prepared By: Christine Bilz

\*If the completion of the installation is delayed more than one month due to governmental entity delays (i.e. electrical etc.), then Rotary can request partial payment for the portion of work completed (both equipment and installation)

Project Name: Central Kitsap Fire & Rescue

Model No.	Description	Uı	nit Price Ea.	Qty.	Extended Price		
MOD35M-18	Modular Movable Jack Unit With 18' Track 70,000lb	\$	60,065.95	2	\$ 120,131.90		
	Capacity						
MOD35S	Modular Stationary Jack Unit	\$	36,199.70	1	\$ 120,131.90 36,199.70 18,345.56 8,238.79		
MC335RC	For 3 Post Lift Config Separate Panel With VEC Equalized	\$	18,345.56	1	\$ 18,345.56		
	Control Panel Remote Mounted Wireless Remote FLEX						
	Controls						
AK-HTA105-3PK	Adapter Kit for Most Heavy Duty Truck Apps 32 Post Con-	\$	8,238.79	1	\$ 8,238.79		
	figuration						
FD2438BK	Mobile Adapter Cart	\$	731.79	1	\$ 731.79		
XXX01CTT	Installation includes mechanical install with labor and	\$	101,630.00	1	\$ 101,630.00		
	travel to install new lift and remove existing HD inground						
	lift						
	*Extract oil from existing HD lift, cap off supply lines						
	*Remove lift component						
	*Slab cut approx 10' x 37' x 6" concrete, remove pit walls						
	as needed						
	*Remove concrete and properly dispose						
	*Excavate for new lift and properly dispose of excavated						
	spoils						
	*Rebar/concrete for lift floor (approx 35' x 5' x 16")						
	*Set lifts to grade and level/plumb						
	*Provide and install chase between lift and power unit						
	*Back fill with pea gravel						
	*Mount power unit to wall						

			\$ 285,277.74
Freight	Pre Paid By Rotary		
	*does not include WA sales tax		
	any inground conditions, in-floor heat and utilities)		
	that would delay installation, high water conditions or		
	such as (contaminated soil, bed rock, any type of rock		
	*install price does not include any unforeseen conditions		
	DISCLAIMER:		
	rical hookup		
	*does not include permits/engineering if required, elect-		
	*EXCLUSIONS:		
	*Provide operation training		
	*Provide hydraulic oil		
	*Install lift components		
	*Provide and install air line between lift and controls		
	slab around lift		
	*Pour back concrete to match existing floor/thickened		

**ADDITIONALTERMS AND CONDITIONS:** By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the extisting agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

**DISCLAIMER:** Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

**DELAY:** Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or ommission of Customer or any third party other than VSG or its subcontractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

\*cancelled orders are subject to 20% restocking fee

**Contract #:** 05316

**CAGE #**: 7K311 **Rotary Lift Tax ID #**: 90-0501347 **2700 Lanier Dr.** 

**DUNS #**: 00-638-2634

Madison, IN 47250 Christine Bilz, Government Sales Leader 800.445.5438 x5655



# **Contract Summary**

# Vehicle Lifts and Garage Associated Equipment



Contract #: 05316 Replaces: <u>06405</u>

This contract is for vehicle lifts and related garage equipment for automobile, light and heavy duty trucks and transit. General product types included in this contract are: two-post lifts, four-post lifts, mobile column lifts, parallelogram lifts, scissor lifts, in-ground lifts and related garage equipment.

Vehicle lifts will be delivered to purchasers' installation location or installed at the option of the purchaser. This contract has the following benefits:

- Product selection: gives the purchaser an array of certified lifts from qualified manufacturers from which to select. This allows the purchaser the flexibility to select, for safety and production purposes, the most appropriate lift for their intended use.
- · Best manufacturer price.
- Only certified product (lifts) will be offered and sold under this contract.
- Guaranteed parts availability for seven years after the installation date.
- Catalogs and list pricing available electronically.
- The option of having the vehicle lift installed.

The intent of this program is to maximize savings, reduce individual state administrative costs in purchasing, compile standard specifications to encourage market competition, product availability and expand contract coverage to as many of the NASPO ValuePoint states and potentially non-NASPO ValuePoint states, desiring contract participation.

Current Term Start Date: 02-10-2017

Award Date: 02-10-2017
Est. Annual Worth: \$12,282,616
Current Term Ends On: 02-10-2022
Final Term Ends On: 02-10-2022

Commodity Code(s): 02372, 075-69, 075-72, 075-78, 075-81, 075-83, 075-84, 075-85, 075-87, 075-89, 075-92, 075-94, 075-95, 075-96,

075-97, 075-01, 075-03, 075-08, 075-24, 075-25, 075-39, 075-41, 075-43, 075-44, 075-47, 075-54, 075-54, 075-63, 075-67

Diversity: 0% WBE 0% MBE # of Bids Received: 9

#### Contact Info:

Chad Irwin

□ (360) 407-9368

□ chad.irwin@des.wa.gov

Who Can Use This Contract?

<b>Vendor</b> ↑↓	Vendor # ↑↓	Authorized Fulfillment Partners	OMWBE ↑↓	Veteran ↑↓	Small Business	
STERTIL-KONI	W6890					

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned | V = Certified Veteran Owned | S = Self Certified Small



🕽 = Veteran Owned

= Small Business

#### **NASPO ValuePoint**

The NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. NASPO VP contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. NASPO VP contracts are available for use by public agencies when approved by the State Purchasing Director. <u>List of current NASPO ValuePoint contracts</u>

# Didn't find what you were looking for?

The Contracts Resource Center is here to help.

- **(360) 407-2210**
- $\begin{tabular}{ll} \hline $\square$ contracting and purchasing @des.wa.gov \\ \hline \end{tabular}$
- ☐ Find a Contracts Specialist



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