



COMMISSIONER BOARD MEETING

JULY 11, 2024

5:30 PM

SRFR STATION 31 TRAINING ROOM

VIA ZOOM

SNOHOMISH REGIONAL FIRE & RESCUE

WASHINGTON



AGENDA





BOARD OF FIRE COMMISSIONERS MEETING AGENDA
SNOHOMISH REGIONAL FIRE & RESCUE
 SRFR Station 31 Training Room / Via Zoom
 163 Village Court, Monroe, WA 98272
 July 11, 2024, 1730 hours

CALL TO ORDER

BADGE CEREMONY FOR FIRE MARSHAL’S OFFICE

PUBLIC COMMENT

UNION COMMENT

CHIEF’S REPORT

COMMISSIONER REPORTS

Meeting	Chair	Last Mtg.	Next Mtg.	Reporting
Capital Facilities	Steinruck	6/25/24	7/23/24	No
Finance Committee	Elmore	6/27/24	7/25/24	No
Sno911	Waugh	6/20/24	7/18/24	No
Sno-Isle Commissioners	Fay	6/6/24	9/5/24	No
Leadership Meeting	Schaub	4/24/24	10/23/24	No
Policy Committee	Schaub	7/11/24	8/8/24	Yes

COMMITTEE MEETING MINUTES

Finance Committee – June 27, 2024

CONSENT AGENDA

Approval of Vouchers

Benefits Vouchers: 24-01614 to 24-01632; (\$1,249,563.88)

AP Vouchers: 24-01633 to 24-01776; (\$2,909,388.51)

Approval of Payroll

June 30, 2024 (\$1,676,273.92)

Approval of Minutes

Approve Regular Board Meeting Minutes June 27, 2024



OLD BUSINESS

Discussion

Continuous Improvement: Shop Recruitment Outreach

Action

Policy Review

- Policy 103 Governing Rules and Board Policies
- Policy 215 Community Advisory Committee
- Policy 330 Ride-Along Program
- Policy 607 Heat Illness Prevention Training
- Policy 904 High-Visibility Vests
- Policy 905 Body Armor
- Policy 920 Roadway Incident Safety
- Policy 1028 Uniform Regulations

Policies to be Superseded/Rescinded

- SCFD7 Policy 4 Entrance Requirements for All Personnel
- SCFD7 Policy 22 Response to Requests for Assistance
- SCFD7 Policy 49 Automobile Usage
- SCFD7 Policy 68 Paid Family and Medical Leave

Station 31 Remodel Contract

NEW BUSINESS

Discussion

Policy Review

- Policy 601 Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) Training
- Policy 602 Bloodborne Pathogen Training
- Policy 605 Hazardous Materials (HAZMAT) Training
- Policy 610 Respiratory Protection Training
- Policy 910 Health and Safety Officer
- Policy 921 Extreme Outdoor Conditions Plan

Action

GOOD OF THE ORDER

ATTENDANCE CHECK

Regular Commissioner Meeting July 25, 2024, at 1730 - Station 31 Training Room/Zoom.



EXECUTIVE SESSION

RCW 42.30.110(1)(g): To Review the Performance of a Public Employee
RCW 42.30.140(4)(b): Labor Negotiations
RCW 42.30.110(1)(b): Real Estate

ADJOURNMENT



CHIEF'S REPORT





COMMISSIONER REPORTS





COMMITTEE MEETING MINUTES





Finance Committee Meeting Minutes 06.27.24

Reviewed the PERS Resolution Revision

Reviewed a compensation study presentation by Shannon Drohman from Compensation Connections

Reviewed a Fire Benefit Charge presentation by Neil Blindheim of Fire Benefit Charge options

Reviewed the Station 83 Change Orders RAB

Reviewed the Station 31 Shop Remodel RAB



CONSENT AGENDA



Snohomish Regional Fire and Rescue Claims Voucher Summary

07/01/2024

Page 1 of 1

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
24-01614	AFLAC		591.44
24-01615	DEPARTMENT OF LABOR AND INDUSTRIES		347,205.34
24-01616	DEPARTMENT OF RETIREMENT SYSTEMS		498,647.63
24-01617	FIRE 7 FOUNDATION		562.50
24-01618	FIREPAC		1,004.31
24-01619	GENERAL TEAMSTERS UNION LOCAL 38		1,970.00
24-01620	HRA VEBA TRUST		57,671.76
24-01621	IAFF LOCAL 2781		31,557.07
24-01622	IAFF LOCAL 2781 PAC		925.00
24-01623	IAFF LOCAL 2781 RFA		1,022.50
24-01624	MATRIX TRUST COMPANY		20,224.43
24-01625	PAID FAMILY & MEDICAL LEAVE		104,969.18
24-01626	TD AMERITRADE INSTITUTIONAL		388.50
24-01627	VOYA INSTITUTIONAL TRUST CO		122,616.55
24-01628	WA CARES FUND		28,554.60
24-01629	WASHINGTON STATE SUPPORT REGISTRY		377.50
24-01630	WASHINGTON STATE SUPPORT REGISTRY		402.50
24-01631	WSCFF FASTPAC		873.07
24-01632	WSCFF-EMP BENEFIT TRUST		30,000.00

Page Total	1,249,563.88
Cumulative Total	1,249,563.88



Snohomish Regional Fire & Rescue, WA

Docket of Claims Register

APPKT01626 - 07.11.2024 Board Meeting ER

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount	Distribution Amount
1969	ACE EQUIPMENT RENTALS	24-01633						618.62	
	R11029-1	Forklift Rental (Removal/Generator) - S	Invoice	03/06/2024	Forklift Rental (Removal/Generator) - S	001-507-522-50-45-00		454.67	
	R11959-1	Dump Trailer Rental - ST71	Invoice	05/03/2024	Dump Trailer Rental - ST71	001-507-522-50-45-00		163.95	
2169	ACTIVE911, INC	24-01634						2,997.01	
	574712	'ActiveAlert' App Annual Subscriptn (x:	Invoice	06/27/2024	'ActiveAlert' App Annual Subscriptn (x:	001-513-522-10-49-04		2,143.80	
	574713	'ActiveAlert' App Annual Subscriptn (x!	Invoice	06/27/2024	'ActiveAlert' App Annual Subscriptn (x!	001-513-522-10-49-04		853.21	
2189	AJ'S LANDCARE, INC	24-01635						2,171.92	
	121216069	Repair Irrigation System - ST 33	Invoice	06/17/2024	Repair Irrigation System - ST 33	001-507-522-50-41-00		906.36	
	121216070	Repair Irrigation System - ST82	Invoice	06/17/2024	Repair Irrigation System - ST82	001-507-522-50-48-00		1,265.56	
2220	ALERT-ALL CORPORATION	24-01636						511.99	
	224060199	Black Firefighter Hat Jr x600	Invoice	06/20/2024	Black Firefighter Hat Jr x600	001-515-522-30-31-01		511.99	
0028	ALL BATTERY SALES AND SERVICE	24-01637						278.58	
	300-10143419	Shop Supplies	Invoice	06/25/2024	Shop Supplies	050-511-522-60-31-05		278.58	
1503	ALLSTREAM BUSINESS US, INC	24-01638						496.99	
	20671948	Fire Alarm Phone Lines/Connection Se	Invoice	07/01/2024	Fire Alarm Phone Lines/Connection Se	001-513-522-50-42-01		496.99	
1503	ALLSTREAM BUSINESS US, INC	24-01639						372.08	
	20681600	Fire Alarm Phone Lines/Connection Se	Invoice	07/03/2024	Fire Alarm Phone Lines/Connection Se	001-513-522-50-42-01		372.08	

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APPKT01626 - 07.11.2024 Board Meeting ER

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
2106	AMAZON CAPITAL SERVICES, INC	24-01640					7,969.03
	1163-YCDL-HX99	7 Sawzalls and batteries for engines	Invoice	06/23/2024	7 Sawzalls and batteries for engines	001-504-522-20-35-00	3,691.59
	11PY-NVXL-GG11	Cotter Pin Clips 10pk - Engine/Medics	Invoice	06/18/2024	Cotter Pin Clips 10pk - Engine/Medics	001-504-522-20-35-00	11.53
	13TD-XGGN-FM34	BoatBuckle G2 Retractable Straps/Pad	Invoice	06/23/2024	BoatBuckle G2 Retractable Straps/Pad	001-507-522-50-48-00	108.98
	17YL-FJKH-3YKP	Waterproof Fabric Shower Curtain (x6)	Invoice	06/20/2024	Waterproof Fabric Shower Curtain (x6)	001-507-522-50-31-00	58.14
	199T-FNML-X4KL	BUNN Coffee Pot Maker - ST 81	Invoice	06/27/2024	BUNN Coffee Pot Maker - ST 81	001-507-522-50-35-00	45.99
	19R4-RYTT-4PJK	Heavy Duty Cargo Net (Training Trailer)	Invoice	06/21/2024	Heavy Duty Cargo Net (Training Trailer)	001-506-522-45-31-03	26.96
	1DHW-X9RW-KV7D	LED Under Cabinet Lights (Elli) - Admin	Invoice	06/24/2024	LED Under Cabinet Lights (Elli) - Admin	001-507-522-50-35-00	35.71
	1G6G-MM4K-H4Q7	Brita Metro Filter Pitcher - ST32	Invoice	05/23/2024	Brita Metro Filter Pitcher - ST32	001-507-522-50-35-00	21.45
	1JWN-KPCV-LW7R	Fourth Element Dive Boots Size12 - Wz	Invoice	06/19/2024	Fourth Element Dive Boots Size12 - Wz	001-514-522-20-35-03	118.32
	1L66-LQYJ-HPXJ	Brita Water Filter 3ct (Replacement) - S	Invoice	05/23/2024	Brita Water Filter 3ct (Replacement) - S	001-507-522-50-31-00	19.63
	1L9J-M9KF-R1JF	Magnetic Phone Holder 2pk - IT Divisic	Invoice	06/28/2024	Magnetic Phone Holder 2pk - IT Divisic	001-513-522-10-35-00	26.08
	1LFT-KTYF-FMQ7	E-Z UP Canopy Tent, Leg Side Part for C	Invoice	06/26/2024	E-Z UP Canopy Tent, Leg Side Part for C	001-507-522-50-35-00	53.92
	1M63-4LX9-679K	Heavy Duty Canvas Tarp 12x16ft - Ladc	Invoice	06/20/2024	Heavy Duty Canvas Tarp 12x16ft - Ladc	001-504-522-20-35-00	170.86
	1MKG-TKCG-7KCP	Dell Keyboard & Mouse (x10) - IT Divis	Invoice	06/25/2024	Dell Keyboard & Mouse (x10) - IT Divis	001-513-522-10-35-00	262.50
	1MKG-TKCG-GRWQ	Water Resistant Zipper Pouch (x11)(De	Invoice	06/26/2024	Water Resistant Zipper Pouch (x11)(De	001-510-522-20-31-01	141.90
	1MKV-JNP1-X6D3	NETGEAR 5-Port Ethernet Switch (GS3I	Invoice	06/14/2024	NETGEAR 5-Port Ethernet Switch (GS3I	001-513-522-10-35-00	59.04
	1NFC-44X1-HNMMP	Orion Safety Flare Refill 4pk (x2) - Boat	Invoice	06/23/2024	Orion Safety Flare Refill 4pk (x2) - Boat	001-507-522-50-35-00	80.86
	1NLX-C9HL-G3LF	6pk 5 Gallon Buckets, Seal Lid 3pk (x2)	Invoice	06/26/2024	6pk 5 Gallon Buckets, Seal Lid 3pk (x2)	001-506-522-45-31-03	124.05
	1P1M-3TM3-9W71	Custom Name Plate for Walls (x4) - IT I	Invoice	06/21/2024	Custom Name Plate for Walls (x4) - IT I	001-501-522-10-49-04	49.33
	1PXQ-DWGF-L1CM	Heavy Duty Commercial Mop Rplcmt F	Invoice	06/24/2024	Heavy Duty Commercial Mop Rplcmt F	001-507-522-50-35-00	28.02
	1VMD-M3HH-RJXD	Anti Slip Strips, Adjustable Hitch Dual E	Invoice	06/17/2024	Adjustable Hitch Dual Ball - Suppressio	001-504-522-20-35-00	312.86
					Anti Slip Strips - Logistics	001-507-522-50-48-00	23.25
	1VQH-4TLC-NJQR	Drone Batteries (x3), Memory Cards (x	Invoice	06/27/2024	Drone Batteries (x3), Memory Cards (x	001-504-522-20-35-00	1,107.00
	1WL3-LQ4-CPKG	Carhartt Mens Overall - Beckham	Invoice	06/22/2024	Carhartt Mens Overall - Beckham	001-514-522-20-35-04	98.45
	1XY7-V7M7-3HPV	Roll-away beds for extra staffing	Invoice	06/30/2024	Roll-away beds for extra staffing	001-507-522-50-35-00	1,049.76
	1Y1X-MJYY-J16G	Ergonomic Mouse & Keyboard (Rosie)	Invoice	06/24/2024	Ergonomic Mouse & Keyboard (Rosie)	001-513-522-10-35-00	242.85
1523	AT&T MOBILITY LLC	24-01641					3,156.17
	287332399606X06272024	District Cell Phones (New)	Invoice	06/19/2024	District Cell Phones (New)	001-513-522-10-42-00	3,156.17
2349	AXTHELM CONSTRUCTION, INC.	24-01642					44,001.90
	202337-07	Station 83 Remodel (Contract Pay-App	Invoice	07/02/2024	Station 83 Remodel (Contract Pay-App	300-507-594-50-62-83	44,001.90
1971	B&H FIRE AND SECURITY	24-01643					12,333.65
	6633	Fire Panel Alarm System Install - ST 83	Invoice	06/13/2024	Fax Line & Internet - ST 73	300-507-594-50-62-83	11,730.08
	6636	Fire Alarm Monitoring (June-Decembe	Invoice	06/18/2024	Fire Alarm Monitoring (June-Decembe	001-507-522-50-41-00	344.61
	6641	Fire Alarm Service Call (x2) - ST32	Invoice	06/21/2024	Fire Alarm Service Call (x2) - ST32	001-507-522-50-48-00	258.96
0065	BOUND TREE MEDICAL, LLC	24-01644					733.23
	85382884	Medications & Medical Supplies	Invoice	06/14/2024	Medications & Medical Supplies	001-509-522-30-31-01	733.23
1857	BRADY O'BRIEN	24-01645					2,789.76
	INV11685	Tuition Reimbursement (EMS 457/465	Invoice	06/24/2024	Tuition Reimbursement (EMS 457/465	001-506-522-45-49-10	2,789.76
0071	BRANDON GARDNER	24-01646					313.58
	INV11683	Per Diem Reimb. (Station Design Confe	Invoice	07/08/2024	Per Diem Reimb. (Station Design Confe	001-507-522-50-43-00	313.58

Docket of Claims Register

APPKT01626 - 07.11.2024 Board Meeting ER

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
1913	CANON FINANCIAL SERVICES INC	24-01647					732.34
	33159367	Copier Machine Lease - ST31	Invoice	06/11/2024	Copier Machine Lease - ST31	001-512-591-22-70-00	329.53
	33161820	Copier Machine Lease - ST71	Invoice	06/11/2024	Copier Machine Lease - ST71	001-512-591-22-70-00	325.02
	33161882	Copier Machine Lease - ST81	Invoice	06/11/2024	Copier Machine Lease (DX 529) - ST81	001-512-591-22-70-00	38.88
	33161883	Copier Machine Lease - ST82	Invoice	06/11/2024	Copier Machine Lease - Admin Bldg (C	001-512-591-22-70-00	38.91
2195	CASCADE MAILING	24-01648					11,471.44
	2341806-1	Summer 2024 Newsletter Printing (54,	Invoice	06/28/2024	Summer 2024 Newsletter Printing (54,	001-515-522-30-49-01	11,471.44
0096	CENTRAL WELDING SUPPLY	24-01649					476.84
	0002096273	Oxygen Cylinder Exchange/Re-Fill (x7)	Invoice	06/17/2024	Oxygen Cylinder Exchange/Re-Fill (x7)	001-509-522-20-45-00	312.44
	0002098874	Oxygen Cylinder Exchange/Re-Fill (x3)	Invoice	06/20/2024	Oxygen Cylinder Exchange/Re-Fill (x3)	001-509-522-20-45-00	164.40
0099	CHAMPION BOLT & SUPPLY INC	24-01650					174.81
	780833	Shop Supplies	Invoice	06/05/2024	Shop Supplies	050-511-522-60-31-05	174.81
0101	CHINOOK LUMBER	24-01651					13.47
	2032035	Ex Structural Wood Screw 9x3 78ct	Invoice	06/17/2024	Ex Structural Wood Screw 9x3 78ct	001-504-522-20-31-01	13.47
0103	CHMELIK SITKIN & DAVIS P.S.	24-01652					4,608.00
	123523	Monthly Attorney Services (May 2024)	Invoice	05/31/2024	Monthly Attorney Services (May 2024)	001-512-522-10-41-03	4,608.00
0112	CLEARFLY COMMUNICATIONS	24-01653					757.51
	INV611083	Phone/Fax Services - Admin Bldg, ST 3	Invoice	06/01/2024	Phone/Fax Services - Admin Bldg, ST 3	001-513-522-50-42-01	757.51
0118	COACH GLASS	24-01654					973.42
	INV502947	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	155.00
	INV502948	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	818.42
0126	COMCAST	24-01655					309.98
	ST73-JULAUG24	Internet Services - ST 73	Invoice	07/04/2024	Internet Services - ST 73	001-513-522-50-42-01	309.98
0126	COMCAST	24-01656					315.00
	ST31-JULAUG24	Internet Services - ST 31	Invoice	06/27/2024	Internet Services - ST 31	001-513-522-50-42-01	315.00
0127	COMDATA INC.	24-01657					3,582.06
	20409343	Apparatus Fuel	Invoice	07/01/2024	Apparatus Fuel - EMS	001-509-522-20-32-00	1,706.87
					Apparatus Fuel - Suppression	001-504-522-20-32-00	1,706.87
					Apparatus Fuel (Shop Parts)	050-511-522-60-34-01	168.32
0136	COURIERWEST	24-01658					2,464.65
	7782	Mail Courier Monthly Service (May 202	Invoice	05/01/2024	Mail Courier Monthly Service (May 202	001-502-522-10-41-01	2,464.65
2248	CREATION ORGANICS, LLC	24-01659					2,303.76
	4154	Creation Organics Throw-N-Go	Invoice	06/17/2024	Creation Organics Throw-N-Go	001-507-522-50-31-00	2,303.76
0138	CRESSY DOOR COMPANY, INC	24-01660					4,050.23
	197128	Bay Door Service Call (Replaced Cables	Invoice	06/11/2024	Bay Door Service Call (Replaced Cables	001-507-522-50-48-00	408.85
	197251	Bay Door Srvc Call (Replaced Cables) -	Invoice	06/13/2024	Bay Door Srvc Call (Replaced Cables) -	001-507-522-50-48-00	1,471.25
	197448	Bay Door Service Call (Replaces Hinges	Invoice	06/21/2024	Bay Door Service Call (Replaces Hinges	001-507-522-50-48-00	1,253.90
	197669	Service Bay Door (Reattached Safety E)	Invoice	06/28/2024	Service Bay Door (Reattached Safety E)	001-507-522-50-48-00	916.23

Docket of Claims Register

APPKT01626 - 07.11.2024 Board Meeting ER

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
2205	DANIEL KINDIG INV11688	24-01661 ASE Test Reimbursement (A2,A4,A5,A6)	Invoice	06/10/2024	ASE Test Reimbursement (A2,A4,A5,A6)	050-511-522-45-49-01	281.47 281.47
2403	DARKHORSE EMERGENCY CORP. INV-E0084	24-01662 Implementation Phase Final	Invoice	06/30/2024	Implementation Phase Final	001-516-522-30-49-04	20,000.00 20,000.00
1830	DAVID MESSER INV11703	24-01663 Per Diem Reimb. (2024 WFCA Confere	Invoice	06/25/2024	Per Diem Reimb. (2024 WFCA Confere	001-506-522-45-43-00	934.96 934.96
1875	ELECTRONIC BUSINESS MACHINER AR280706	24-01664 Copier Machine Usage - ST31	Invoice	06/24/2024	Copier Machine Usage - ST31 (2XK081	001-502-522-10-31-00	174.39 174.39
1703	ELSA SEXTON INV11689	24-01665 Marriott Hotel Lodging (WA 2024 GIS C	Invoice	06/19/2024	Marriott Hotel Lodging (WA 2024 GIS C	001-516-522-30-43-00	378.56 378.56
0178	EMERALD SERVICES, INC 94785534 94785690	24-01666 Hazardous Materials Disposal (Shop) Hazardous Materials Disposal (Shop)	Invoice Invoice	06/19/2024 06/18/2024	Hazardous Materials Disposal (Shop) Hazardous Materials Disposal (Shop)	050-511-522-60-41-03 050-511-522-60-41-03	595.84 550.34 45.50
2343	EMSCONNECT, LLC 11156	24-01667 EMS Subscription Monthly Dues (EMS	Invoice	07/01/2024	EMS Subscription Monthly Dues	001-509-522-20-49-02	1,428.50 1,428.50
1976	EVERETT STEEL, INC. 416295	24-01668 Shop Parts	Invoice	04/16/2024	Shop Parts	050-511-522-60-34-01	88.81 88.81
1642	EVERGREEN POWER SYSTEMS, IN 36721 36722	24-01669 Electrical Srvc Call (Fuel Dock) - ST 72 Electrical Srvc Call (Panel Survey) - ST 7	Invoice Invoice	06/25/2024 06/25/2024	Electrical Srvc Call (Fuel Dock) - ST 72 Electrical Srvc Call (Panel Survey) - ST 7	001-507-522-50-48-00 001-507-522-50-48-00	1,880.43 1,049.75 830.68
2192	FIRE SERVICE REPAIR LLC 6450	24-01670 Shop Parts	Invoice	06/04/2024	Shop Parts	050-511-522-60-34-01	9,780.01 9,780.01
2272	FIRESTATIONFURNITURE.COM 6882	24-01671 6 Recliners for Station 81	Invoice	06/25/2024	6 Recliners for Station 81	303-507-594-50-64-02	5,791.06 5,791.06
2334	FIRST CLASS BUILDING SUPPLY A 4027	24-01672 Janitorial Monthly Services - DCYF/ADN	Invoice	07/03/2024	Janitorial Monthly Services - DCYF/ADN	001-507-522-50-41-00 300-507-522-50-41-00	2,687.00 1,370.37 1,316.63
0212	FIRSTWATCH FW111610	24-01673 FirstPass & FOAM Modules Monthly Su	Invoice	07/07/2024	FirstPass & FOAM Modules Monthly Su	001-509-522-20-49-02	635.00 635.00
0222	FREIGHTLINER NORTHWEST PC304022932;01 PC304022993;01 PC304022993;02 PC304023093;01 PC304023477;02 PC304023609;01 PC304023610;01 SR302032449;01 SR302032507;01	24-01674 Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts	Invoice Invoice Invoice Credit Memo Invoice Credit Memo Credit Memo Credit Memo Invoice Invoice	06/10/2024 05/31/2024 06/04/2024 06/04/2024 06/19/2024 06/24/2024 06/24/2024 06/24/2024 05/22/2024 06/06/2024	Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts Shop Parts	050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01	16,249.85 2,081.05 533.08 7,225.43 -533.08 205.87 -341.88 -1,196.56 3,399.40 4,876.54

Docket of Claims Register

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
0226	GALLS, LLC	24-01675					6,569.76
	028226015	Quarter Boots	Invoice	06/13/2024	Quarter Boots	001-504-522-20-31-07	134.71
	028227836	Cargo Pants (x2)	Invoice	06/14/2024	Cargo Pants (x2)	001-504-522-20-31-07	435.01
	028227840	S/S Chief Shirt	Invoice	06/14/2024	S/S Chief Shirt	001-504-522-20-31-07	146.55
	028227982	Quarter Boots	Invoice	06/14/2024	Quarter Boots	001-504-522-20-31-07	134.84
	028246642	Firefighter Pants	Invoice	06/17/2024	Nomex IIIA Firefighter Pants	001-504-522-20-31-07	357.35
	028246692	Polyester/Wool Class A Dress Pants	Invoice	06/17/2024	Polyester/Wool Class A Dress Pants	001-504-522-20-31-07	192.49
	028246717	S/S Station Wear Shirt	Invoice	06/17/2024	S/S Station Wear Shirt	001-504-522-20-31-07	227.28
	028251283	Duty Boots	Invoice	06/17/2024	Duty Boots	001-504-522-20-31-07	134.71
	028257058	Blank Embroiderable Patch x1000	Invoice	06/17/2024	Blank Embroiderable Patch x1000	001-504-522-20-31-07	1,600.80
	028258596	L/S Polyester Command Shirt	Invoice	06/18/2024	L/S Polyester Command Shirt	001-504-522-20-31-07	43.77
	028258611	1/2 Zip Turtleneck Sweatshirt	Invoice	06/18/2024	1/2 Zip Turtleneck Sweatshirt	001-504-522-20-31-07	121.82
	028258656	Industrial Pants	Invoice	06/18/2024	Industrial Pants	001-504-522-20-31-07	422.99
	028270538	Blank Embroiderable Patch	Invoice	06/19/2024	Blank Embroiderable Patch	001-504-522-20-31-07	19.82
	028270578	Duty Boots	Invoice	06/19/2024	Duty Boots	001-504-522-20-31-07	196.71
	028282284	Class A Alterations	Invoice	06/20/2024	Class A Alteration	001-504-522-20-31-07	77.03
	028282364	Softshell Fleece Jacket	Invoice	06/20/2024	Softshell Fleece Jacket	001-504-522-20-31-07	203.73
	028282378	Polyester/Wool Double Breasted Class	Invoice	06/20/2024	Polyester/Wool Double Breasted Class	001-504-522-20-31-07	541.04
	028293361	Class A Alterations	Invoice	06/21/2024	Class A Alteration	001-504-522-20-31-07	15.91
	028303166	Duty Boots	Invoice	06/21/2024	Duty Boots	001-504-522-20-31-07	134.84
	028308648	Duty Boots	Invoice	06/22/2024	Duty Boots	001-504-522-20-31-07	196.89
	028310626	Duty Boots	Invoice	06/23/2024	Duty Boots	001-504-522-20-31-07	134.84
	028311402	Industrial Pants	Invoice	06/24/2024	Industrial Pants	001-504-522-20-31-07	422.99
	028311412	L/S Polyester Command Shirt	Invoice	06/24/2024	L/S Polyester Command Shirt	001-504-522-20-31-07	108.21
	028311434	L/S Chief Shirt	Invoice	06/24/2024	L/S Chief Shirt	001-504-522-20-31-07	169.83
	028323121	Carhartt Heavyweight Jacket	Invoice	06/25/2024	Carhartt Heavyweight Jacket	001-504-522-20-31-07	151.64
	028323127	Diamond Quilted Jacket	Invoice	06/25/2024	Diamond Quilted Jacket	001-504-522-20-31-07	109.29
	028359490	Uniform Metal Badge (x1)	Invoice	06/28/2024	Uniform Metal Badge (x1)	001-504-522-20-31-07	26.56
	028371877	Diamond Quilted Jacket	Invoice	06/29/2024	Diamond Quilted Jacket	001-504-522-20-31-07	108.11
0233	GITT'S SPRING CO 051450	24-01676 Shop Parts	Invoice	06/24/2024	Shop Parts	050-511-522-60-34-01	2,023.02

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0238	GRAINGER	24-01677					4,606.26
	9153752770	Station Operating Supplies	Invoice	06/17/2024	Station Operating Supplies	001-507-522-50-31-00	141.68
	9154000062	Station Operating Supplies	Invoice	06/17/2024	Station Operating Supplies	001-507-522-50-31-00	247.70
	9163566921	Station Operating Supplies	Invoice	06/25/2024	Station Operating Supplies	001-507-522-50-31-00	44.86
	9163723043	Station Operating Supplies	Invoice	06/25/2024	Station Operating Supplies	001-507-522-50-31-00	149.10
	9163723050	Station Operating Supplies	Invoice	06/25/2024	Station Operating Supplies	001-507-522-50-31-00	343.75
	9163723068	Station Operating Supplies	Invoice	06/25/2024	Station Operating Supplies	001-507-522-50-31-00	492.29
	9163778682	Station Operating Supplies	Invoice	06/25/2024	Station Operating Supplies	001-507-522-50-31-00	80.35
	9163778690	Station Operating Supplies	Invoice	06/25/2024	Station Operating Supplies	001-507-522-50-31-00	996.07
	9163778708	Station Operating Supplies	Invoice	06/25/2024	Station Operating Supplies	001-507-522-50-31-00	309.89
	9163778716	Station Operating Supplies	Invoice	06/25/2024	Station Operating Supplies	001-507-522-50-31-00	1,066.19
	9163778724	Station Operating Supplies	Invoice	06/25/2024	Station Operating Supplies	001-507-522-50-31-00	655.21
	9163778732	Station Operating Supplies	Invoice	06/25/2024	Station Operating Supplies	001-507-522-50-31-00	79.17
2105	HD SUPPLY MAINTENANCE SOLU	24-01678					647.44
	9227192571	Door Lever Handle Assembly Hardware	Invoice	06/25/2024	Door Lever Handle Assembly Hardware	001-507-522-50-35-00	647.44
0257	HIGHWAY AUTO SUPPLY	24-01679					10.74
	699032	Shop Parts	Invoice	06/25/2024	Shop Parts	050-511-522-60-34-01	10.74
1878	IMS ALLIANCE	24-01680					48.39
	24-1170	Passport Name & Locker Tags (x7)	Invoice	04/16/2024	Passport Name & Locker Tags (x7)	001-504-522-20-31-01	31.29
	24-1780	Passport Name Tag (x6)	Invoice	06/26/2024	Passport Name Tag (x6)	001-504-522-20-31-01	17.10
2104	INTERFACE SYSTEMS, LLC	24-01681					8,000.00
	05032024-2	Annual Refresh Fire Database (Final Bil	Invoice	06/28/2024	Annual Refresh Fire Database (Final Bil	001-502-522-10-41-01	8,000.00
0277	ISOUTSOURCE	24-01682					1,074.18
	CW296775	IT Services	Invoice	06/15/2024	IT Services	001-513-522-10-41-04	577.50
	CW297165	Monthly Software Fees/Monitoring Se	Invoice	06/25/2024	Monthly Software Fees/Monitoring Se	001-513-522-10-41-04	496.68
1692	JASON BOWEN	24-01683					2,314.40
	INV11682	Per Diem Reimb. (2024 NFPA Conferen	Invoice	06/22/2024	Per Diem Reimb. (2024 NFPA Conferen	001-505-522-30-43-00	2,314.40
0288	JEFF SCHAUB	24-01684					6.00
	INV11691	Parking Reimbursement (Station Desig	Invoice	06/06/2024	Parking Reimbursement (Station Desig	001-501-522-10-43-01	6.00
1910	JUDD & BLACK ELECTRIC INC	24-01685					1,565.90
	8816194-1	New Washer (Install/Hauld Away Old)	Invoice	06/20/2024	New Washer (Install/Hauld Away Old)	001-507-522-50-35-00	1,565.90
1752	KAITLIN KING	24-01686					2,439.64
	INV11679	Tuition Reimbursement (Spring Qrtr EI	Invoice	07/01/2024	Tuition Reimbursement (Spring Qrtr EI	001-506-522-45-49-10	2,439.64
0313	KENT D. BRUCE CO., LLC	24-01687					460.91
	16120	Shop Parts	Invoice	06/25/2024	Shop Parts	050-511-522-60-34-01	460.91

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0349	L.N. CURTIS & SONS	24-01688					2,857.67
	INV834906	Red Nylon Hose Strap Cont. Loop (x20)	Invoice	06/14/2024	Red Nylon Hose Strap Cont. Loop (x20)	001-504-522-20-35-00	497.31
	INV835890	Bunker Boots	Invoice	06/18/2024	Bunker Boots	303-504-594-20-64-04	643.84
	INV836046	20 Flashlight	Invoice	06/18/2024	20 Flashlights	303-504-594-20-64-04	1,054.83
	INV837515	Bunker Boots	Invoice	06/24/2024	Bunker Boots	303-504-594-20-64-04	661.69
2312	LAURA GONZALEZ	24-01689					32.73
	INV11684	Extension Cord Reimb. (Records Spec.	Invoice	06/26/2024	Extension Cord Reimb. (Records Spec.	001-507-522-50-35-00	32.73
1596	LEMAY MOBILE SHREDDING	24-01690					108.00
	4847446S185	OnSite Mobile Shredding Services - ST	Invoice	07/01/2024	OnSite Mobile Shredding Services - ST	001-502-522-10-41-01	54.00
	4847448S185	OnSite Mobile Shredding Services - ST	Invoice	07/01/2024	OnSite Mobile Shredding Services - ST	001-502-522-10-41-01	54.00
0343	LIFE-ASSIST INC	24-01691					252.93
	1443352	Medical Supplies	Credit Memo	06/06/2024	Medical Supplies	001-509-522-30-31-01	-262.74
	1443387	Medical Supplies	Invoice	06/06/2024	Medical Supplies	001-509-522-30-31-01	189.65
					Small Tool & Equipment	001-509-522-20-35-00	99.43
	1446186	Small Tools/Minor Equipment, Medica	Invoice	06/17/2024	Medical Supplies	001-509-522-30-31-01	142.49
					Small Tools/Minor Equipment	001-509-522-20-35-00	84.10
0352	LOWE'S	24-01692					1,592.38
	974845-NAYGHV	Wood for Ladders on Reserve Engines	Invoice	05/20/2024	Wood for Ladders on Reserve Engines	001-504-522-20-35-00	96.18
	976438-MZXHWR	Shop Tools	Invoice	05/13/2024	Shop Tools	050-511-522-60-34-01	199.76
	976511-MZXHWT	New Engine Tools	Invoice	05/13/2024	New Engine Tools	001-504-522-20-35-00	568.86
	981084-MZGRCA	Shop Parts	Invoice	05/08/2024	Shop Parts	050-511-522-60-34-01	83.12
	981521-NACHJO	Tools/Wasp Spray/Shingle for Carport	Invoice	05/14/2024	Tools/Wasp Spray/Shingle for Carport	001-507-522-50-31-00	14.51
					Tools/Wasp Spray/Shingle for Carport	001-507-522-50-35-00	20.76
					Tools/Wasp Spray/Shingle for Carport	001-507-522-50-48-00	3.10
	987598-NAMGOV	Tools for Door Knob/Wedges for Stand	Invoice	05/16/2024	Tools for Door Knob/Wedges for Stand	001-507-522-50-35-00	41.82
	991793-MZPYUP	Replacement Gutter for Roof	Invoice	05/10/2024	Replacement Gutter for Roof	001-507-522-50-48-00	45.13
	992924-NAAMMB	Heater Parts/Door Lock - BC Room ST7	Invoice	05/14/2024	Heater Parts/Door Lock - BC Room ST7	001-507-522-50-35-00	18.25
	992937-NAAMMC	New Engine Tools	Invoice	05/14/2024	New Engine Tools	001-504-522-20-35-00	31.50
	997823-MZJNVN	Pothole Repair - ST 82	Invoice	05/09/2024	Pothole Repair - ST 82	001-507-522-50-48-00	469.39
0371	MICHAEL MCCONNELL	24-01693					764.00
	INV11680	Tuition Reimbursement (POL - 1301)	Invoice	06/24/2024	Tuition Reimbursement (POL - 1301)	001-506-522-45-49-10	764.00
1772	MITCH SHRAUNER	24-01694					225.12
	INV11681	Mileage Reimb.(Confined Space Trainin	Invoice	06/16/2024	Mileage Reimbursement (Confined Sp	001-506-522-45-43-00	225.12

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	Payable Number	Payable Description					Distribution Amount
0380	MONROE PARTS HOUSE	24-01695					12,042.30
	974474	Shop Parts	Invoice	06/04/2024	Shop Parts	050-511-522-60-34-01	8.85
	974494	Shop Parts	Invoice	06/04/2024	Shop Parts	050-511-522-60-34-01	33.45
	974498	Shop Parts	Invoice	06/04/2024	Shop Parts	050-511-522-60-34-01	1,241.06
	974500	Shop Parts	Invoice	06/04/2024	Shop Parts	050-511-522-60-34-01	29.01
	974506	Shop Parts	Invoice	06/04/2024	Shop Parts	050-511-522-60-34-01	29.53
	974532	Shop Parts	Invoice	06/04/2024	Shop Parts	050-511-522-60-34-01	41.54
	974622	Shop Parts	Invoice	06/04/2024	Shop Parts	050-511-522-60-34-01	205.49
	974624	Shop Parts	Invoice	06/04/2024	Shop Parts	050-511-522-60-34-01	3.39
	974625	Shop Parts	Invoice	06/04/2024	Shop Parts	050-511-522-60-34-01	18.24
	974636	Shop Parts	Credit Memo	06/04/2024	Shop Parts	050-511-522-60-34-01	-177.23
	974637	Shop Parts	Credit Memo	06/04/2024	Shop Parts	050-511-522-60-34-01	-16.95
	974649	Shop Parts	Invoice	06/05/2024	Shop Parts	050-511-522-60-34-01	17.39
	974652	Shop Parts	Invoice	06/05/2024	Shop Parts	050-511-522-60-34-01	39.02
	974653	Shop Parts	Invoice	06/05/2024	Shop Parts	050-511-522-60-34-01	8.91
	974696	Shop Parts	Invoice	06/05/2024	Shop Parts	050-511-522-60-34-01	31.41
	974701	Shop Parts	Invoice	06/05/2024	Shop Parts	050-511-522-60-34-01	86.63
	974759	Shop Parts	Credit Memo	06/05/2024	Shop Parts	050-511-522-60-34-01	-86.63
	974760	Shop Parts	Invoice	06/05/2024	Shop Parts	050-511-522-60-34-01	88.60
	974830	Shop Parts	Credit Memo	06/06/2024	Shop Parts	050-511-522-60-34-01	-252.45
	974859	Shop Parts	Invoice	06/06/2024	Shop Parts	050-511-522-60-34-01	51.01
	974861	Shop Parts	Invoice	06/06/2024	Shop Parts	050-511-522-60-34-01	110.96
	974878	Shop Parts	Credit Memo	06/06/2024	Shop Parts	050-511-522-60-34-01	-29.01
	974892	Shop Parts	Invoice	06/06/2024	Shop Parts	050-511-522-60-34-01	71.95
	974906	Shop Parts	Invoice	06/06/2024	Shop Parts	050-511-522-60-34-01	74.81
	974931	Shop Parts	Invoice	06/06/2024	Shop Parts	050-511-522-60-34-01	1.63
	975015	Shop Parts	Invoice	06/07/2024	Shop Parts	050-511-522-60-34-01	80.51
	975019	Shop Parts	Invoice	06/07/2024	Shop Parts	050-511-522-60-34-01	6.80
	975023	Shop Parts	Invoice	06/07/2024	Shop Parts	050-511-522-60-34-01	168.36
	975035	Shop Parts	Invoice	06/07/2024	Shop Parts	050-511-522-60-34-01	335.29
	975038	Shop Parts	Invoice	06/07/2024	Shop Parts	050-511-522-60-34-01	82.53
	975056	Shop Parts	Invoice	06/07/2024	Shop Parts	050-511-522-60-34-01	16.18
	975379	Shop Tools	Invoice	06/10/2024	Shop Tools	050-511-522-60-35-00	49.76
	975390	Shop Parts	Invoice	06/10/2024	Shop Parts	050-511-522-60-34-01	186.96
	975494	Shop Parts	Invoice	06/10/2024	Shop Parts	050-511-522-60-34-01	98.70
	975574	Shop Parts	Invoice	06/11/2024	Shop Parts	050-511-522-60-34-01	12.57
	975721	Shop Parts	Invoice	06/11/2024	Shop Parts	050-511-522-60-34-01	70.61
	975745	Shop Parts	Invoice	06/11/2024	Shop Parts	050-511-522-60-34-01	3.87
	975770	Shop Parts	Invoice	06/12/2024	Shop Parts	050-511-522-60-34-01	2,062.18
	975795	Shop Parts	Invoice	06/12/2024	Shop Parts	050-511-522-60-34-01	133.18
	975828	Shop Parts	Invoice	06/12/2024	Shop Parts	050-511-522-60-34-01	54.68
	975839	Shop Parts	Credit Memo	06/12/2024	Shop Parts	050-511-522-60-34-01	-34.55
	975854	Shop Parts	Invoice	06/12/2024	Shop Parts	050-511-522-60-34-01	33.90

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	Payable Number	Payable Description					Distribution Amount
	975945	Shop Parts	Invoice	06/13/2024	Shop Parts	050-511-522-60-34-01	13.08
	975958	Shop Parts	Invoice	06/13/2024	Shop Parts	050-511-522-60-34-01	256.54
	975980	Shop Parts	Credit Memo	06/13/2024	Shop Parts	050-511-522-60-34-01	-148.57
	975985	Shop Parts	Credit Memo	07/03/2024	Shop Parts	050-511-522-60-34-01	-168.48
	975996	Shop Parts	Invoice	06/13/2024	Shop Parts	050-511-522-60-34-01	413.69
	976001	Shop Parts	Invoice	06/13/2024	Shop Parts	050-511-522-60-34-01	34.55
	976007	Shop Parts	Credit Memo	06/13/2024	Shop Parts	050-511-522-60-34-01	-59.08
	976063	Shop Parts	Invoice	06/13/2024	Shop Parts	050-511-522-60-34-01	3.60
	976113	Shop Parts	Invoice	06/14/2024	Shop Parts	050-511-522-60-34-01	23.53
	976118	Shop Parts	Invoice	06/14/2024	Shop Parts	050-511-522-60-34-01	66.93
	976140	Shop Parts	Credit Memo	06/14/2024	Shop Parts	050-511-522-60-34-01	-19.69
	976152	Shop Parts	Invoice	06/14/2024	Shop Parts	050-511-522-60-34-01	53.02
	976203	Shop Parts	Invoice	06/14/2024	Shop Parts	050-511-522-60-34-01	10.82
	976224	Shop Parts	Invoice	06/14/2024	Shop Parts	050-511-522-60-34-01	30.61
	976472	Shop Parts	Invoice	06/17/2024	Shop Parts	050-511-522-60-34-01	776.05
	976486	Shop Parts	Invoice	06/17/2024	Shop Parts	050-511-522-60-34-01	473.54
	976551	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	14.21
	976559	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	414.37
	976575	Shop Parts	Credit Memo	06/18/2024	Shop Parts	050-511-522-60-34-01	-148.57
	976577	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	19.69
	976579	Shop Parts	Credit Memo	06/18/2024	Shop Parts	050-511-522-60-34-01	-210.44
	976580	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	470.79
	976585	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	50.69
	976586	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	19.68
	976609	Shop Parts	Credit Memo	06/18/2024	Shop Parts	050-511-522-60-34-01	-470.79
	976631	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	109.40
	976633	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	27.35
	976648	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	6.80
	976664	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	267.03
	976677	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	36.01
	976678	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	109.13
	976689	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	39.90
	976690	Shop Parts	Credit Memo	06/18/2024	Shop Parts	050-511-522-60-34-01	-19.69
	976692	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	1.23
	976736	Shop Parts	Invoice	06/18/2024	Shop Parts	050-511-522-60-34-01	694.03
	976787	Shop Parts	Invoice	06/19/2024	Shop Parts	050-511-522-60-34-01	275.10
	976805	Shop Parts	Invoice	06/19/2024	Shop Parts	050-511-522-60-34-01	49.22
	976812	Shop Parts	Credit Memo	06/19/2024	Shop Parts	050-511-522-60-34-01	-121.57
	976820	Shop Parts	Invoice	06/19/2024	Shop Parts	050-511-522-60-34-01	34.64
	976850	Shop Parts	Invoice	06/19/2024	Shop Parts	050-511-522-60-34-01	34.55
	976858	Shop Parts	Invoice	06/19/2024	Shop Parts	050-511-522-60-34-01	153.35
	976861	Shop Parts	Invoice	06/19/2024	Shop Parts	050-511-522-60-34-01	37.40
	976880	Shop Parts	Invoice	06/19/2024	Shop Parts	050-511-522-60-34-01	102.34

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	976935	Shop Parts	Invoice	06/20/2024	Shop Parts	050-511-522-60-34-01	14.83
	977041	Shop Parts	Invoice	06/20/2024	Shop Parts	050-511-522-60-34-01	36.28
	977047	Shop Parts	Invoice	06/20/2024	Shop Parts	050-511-522-60-34-01	17.71
	977049	Shop Parts	Invoice	06/20/2024	Shop Parts	050-511-522-60-34-01	35.91
	977050	Shop Parts	Invoice	06/20/2024	Shop Parts	050-511-522-60-34-01	232.31
	977057	Shop Parts	Invoice	06/20/2024	Shop Parts	050-511-522-60-34-01	75.56
	977061	Shop Parts	Invoice	06/20/2024	Shop Parts	050-511-522-60-34-01	21.87
	977063	Shop Parts	Credit Memo	06/20/2024	Shop Parts	050-511-522-60-34-01	-170.28
	977066	Shop Supplies	Invoice	06/20/2024	Shop Supplies	050-511-522-60-31-05	32.75
	977067	Shop Parts	Invoice	06/20/2024	Shop Parts	050-511-522-60-34-01	19.79
	977071	Shop Parts	Credit Memo	06/20/2024	Shop Parts	050-511-522-60-34-01	-13.63
	977091	Shop Parts	Invoice	06/21/2024	Shop Parts	050-511-522-60-34-01	79.72
	977130	Shop Parts	Invoice	06/21/2024	Shop Parts	050-511-522-60-34-01	115.55
	977398	Shop Parts	Invoice	06/24/2024	Shop Parts	050-511-522-60-34-01	78.25
	977405	Shop Parts	Credit Memo	06/24/2024	Shop Parts	050-511-522-60-34-01	-115.94
	977406	Shop Parts	Credit Memo	06/24/2024	Shop Parts	050-511-522-60-34-01	-35.91
	977407	Shop Parts	Invoice	06/24/2024	Shop Parts	050-511-522-60-34-01	78.25
	977426	Shop Parts	Invoice	06/24/2024	Shop Parts	050-511-522-60-34-01	394.04
	977428	Shop Parts	Invoice	06/24/2024	Shop Parts	050-511-522-60-34-01	75.42
	977441	Shop Parts	Invoice	06/24/2024	Shop Parts	050-511-522-60-34-01	15.32
	977475	Shop Parts	Invoice	06/24/2024	Shop Parts	050-511-522-60-34-01	99.01
	977485	Shop Parts	Credit Memo	06/24/2024	Shop Parts	050-511-522-60-34-01	-75.42
	977531	Shop Parts	Invoice	06/24/2024	Shop Parts	050-511-522-60-34-01	40.63
	977533	Shop Parts	Invoice	06/24/2024	Shop Parts	050-511-522-60-34-01	343.42
	977544	Shop Parts	Invoice	06/24/2024	Shop Parts	050-511-522-60-34-01	6.80
	977552	Shop Parts	Credit Memo	06/24/2024	Shop Parts	050-511-522-60-34-01	-18.58
	977584	Shop Parts	Invoice	06/25/2024	Shop Parts	050-511-522-60-34-01	67.14
	977592	Shop Parts	Credit Memo	06/25/2024	Shop Parts	050-511-522-60-34-01	-99.01
	977594	Shop Parts	Invoice	06/24/2024	Shop Parts	050-511-522-60-34-01	3.60
	977624	Shop Parts	Invoice	06/25/2024	Shop Parts	050-511-522-60-34-01	792.77
	977680	Shop Parts	Invoice	06/25/2024	Shop Parts	050-511-522-60-34-01	14.86
	977695	Shop Parts	Invoice	06/25/2024	Shop Parts	050-511-522-60-34-01	20.65
	977724	Shop Parts	Credit Memo	06/25/2024	Shop Parts	050-511-522-60-34-01	-158.02
	977789	Shop Parts	Invoice	06/26/2024	Shop Parts	050-511-522-60-34-01	88.38
	977791	Shop Parts	Invoice	06/26/2024	Shop Parts	050-511-522-60-34-01	91.75
	977803	Shop Parts	Invoice	06/26/2024	Shop Parts	050-511-522-60-34-01	15.31
	977819	Shop Parts	Invoice	06/26/2024	Shop Parts	050-511-522-60-34-01	99.01
	977826	Shop Parts	Invoice	06/26/2024	Shop Parts	050-511-522-60-34-01	684.05
	977862	Shop Parts	Invoice	06/26/2024	Shop Parts	050-511-522-60-34-01	14.21
	977885	Shop Parts	Invoice	06/26/2024	Shop Parts	050-511-522-60-34-01	28.42
	977923	Shop Parts	Invoice	06/26/2024	Shop Parts	050-511-522-60-34-01	16.59
	977926	Shop Parts	Invoice	06/26/2024	Shop Parts	050-511-522-60-34-01	35.19
	977988	Shop Parts	Invoice	06/27/2024	Shop Parts	050-511-522-60-34-01	96.59

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
	978050	Shop Parts	Invoice	06/27/2024	Shop Parts	050-511-522-60-34-01	9.91
	978063	Shop Parts	Invoice	06/27/2024	Shop Parts	050-511-522-60-34-01	19.17
	978112	Shop Parts	Invoice	06/28/2024	Shop Parts	050-511-522-60-34-01	31.63
	978114	Shop Parts	Invoice	06/28/2024	Shop Parts	050-511-522-60-34-01	14.22
	978138	Shop Parts	Invoice	06/28/2024	Shop Parts	050-511-522-60-34-01	18.43
	978143	Shop Parts	Invoice	06/28/2024	Shop Parts	050-511-522-60-34-01	5.66
2068	MONROE VISION CLINIC, INC.	24-01696					860.00
	852706	Facepiece Respirator Prescription Lens	Invoice	05/13/2024	Facepiece Respirator Prescription Lens	001-505-522-30-35-00	450.00
	854578	Prescription Safety Glasses - Bergeron	Invoice	06/14/2024	Prescription Safety Glasses - Bergeron	001-509-522-20-35-00	410.00
0400	NATIONAL HOSE TESTING SPECI/	24-01697					30,724.00
	51473	2024 Fire Hose & Ground Ladder Testir	Invoice	06/14/2024	2024 Fire Hose & Ground Ladder Testir	001-504-522-20-41-02	30,276.00
					Heat Sensor Install (Ground Ladders) (p	001-504-522-20-48-02	448.00
1904	NATIONAL TESTING NETWORK, I	24-01698					930.00
	15751	CPAT Testing (June Voucher Usage) (x6	Invoice	06/30/2024	CPAT Testing (June Voucher Usage) (x6	001-503-522-10-49-01	930.00
2405	NESSCAMPBELL CRANE + RIGGIN	24-01699					4,421.70
	82000	Relocated Generator (Crane Lift) - ST71	Invoice	06/19/2024	Relocated Generator (Crane Lift) - ST71	001-507-522-50-48-00	4,421.70
2421	NORTHWEST PUMP & EQUIPME	24-01700					1,503.62
	3513977-00	Compressor Maintenance (Pump/Air F	Invoice	06/19/2024	Compressor Maintenance (Pump/Air F	001-507-522-50-48-00	455.19
	3513980-00	Compressor Maintenance (Oil/Air Filte	Invoice	06/19/2024	Compressor Maintenance (Oil/Air Filte	001-507-522-50-48-00	466.56
	3513987-00	Compressor Maintenance (Oil/Air Filte	Invoice	06/19/2024	Compressor Maintenance (Oil/Air Filte	001-507-522-50-48-00	581.87
0424	NORTHWEST SAFETY CLEAN	24-01701					841.89
	24-45811	Bunker Gear Cleaning, Repairs & Alter	Invoice	06/21/2024	Bunker Gear Cleaning, Repairs & Alter	001-504-522-20-48-11	841.89
2252	ODP BUSINESS SOLUTIONS, LLC	24-01702					742.26
	357536826001	Pens,Memo,Mrkr,Ruler,PostIt,Scissors	Invoice	03/08/2024	Pens,Memo,Mrkr,Ruler,PostIt,Scissors	001-502-522-10-31-00	65.38
	367108736001	Green Lables 120pk (x5) - OFM	Invoice	06/13/2024	Green Lables 120pk (x5) - OFM	001-502-522-10-31-00	125.76
	369627678001	Refill for Fragrance Dispenser x4 - ST 7	Invoice	06/22/2024	Refill for Fragrance Dispenser x4 - ST 7	001-507-522-50-31-00	58.75
	369634472001	Labels/Thermal Pouch - ST 71	Invoice	06/21/2024	Labels/Thermal Pouch - ST 71	001-502-522-10-31-00	34.91
	372024845001	Sharpened Wood Pencil 144ct - ST71	Invoice	06/12/2024	Sharpened Wood Pencil 144ct - ST71	001-502-522-10-31-00	12.95
	372024970001	Commercial Fragrance Dispenser (x2) -	Invoice	06/12/2024	Commercial Fragrance Dispenser (x2) -	001-507-522-50-35-00	24.54
	372287023001	Erasable Pens x 2	Invoice	06/18/2024	Erasable Pens x 2	001-502-522-10-31-00	28.20
	373025019001	HP Ink 952 x4 - ST 74	Invoice	06/19/2024	HP Ink 952 x4 - ST 74	001-502-522-10-31-00	391.77
2332	OTTO ROSENAU & ASSOCIATES,	24-01703					16,231.65
	90020	Professional Service (19959 Oaks St/Ni	Invoice	06/20/2024	Professional Service (19959 Oaks St/Ni	300-507-594-50-62-32	15,874.65
	90060	Profess. Srvc(Station Imprvmnt/Job 23	Invoice	06/21/2024	Profess. Srvc(Station Imprvmnt/Job 23	300-507-594-50-62-83	357.00
0464	PERFORMANCE RADIATOR PACIF	24-01704					84.23
	8849670	Shop Parts	Invoice	06/25/2024	Shop Parts	050-511-522-60-34-01	84.23
0466	PETROCARD, INC.	24-01705					1,464.58
	C491476	OnSite Mobile Fueling Service - ST 71,	Invoice	06/17/2024	OnSite Mobile Fueling Service - ST 71,	001-504-522-20-32-00	732.29
						001-509-522-20-32-00	732.29

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2255	POSITIVE PROMOTIONS, INC. 07406844	24-01706 5 Liter Waterproof Gear Bags (x50)	Invoice	06/12/2024	5 Liter Waterproof Gear Bags (x50)	001-515-522-30-31-01	820.40 413.45
	07410874	Key Tag Whistle Light (x400) - National	Invoice	06/18/2024	Key Tag Whistle Light (x400) - National	001-515-522-30-31-01	406.95
2037	POWERDMS, INC. INV-53178	24-01707 PowerDMS Software Annual Subscripti	Invoice	06/14/2024	PowerDMS Software Annual Subscripti	001-510-522-20-49-04	12,022.54 12,022.54
0483	PUGET SOUND ENERGY ST73-MAYJUN24	24-01708 Natural Gas - ST 73	Invoice	06/13/2024	Natural Gas - ST 73	001-507-522-50-47-03	117.31 117.31
0483	PUGET SOUND ENERGY ST74-MAYJUN24	24-01709 Natural Gas - ST 74/Logistics Bldg	Invoice	06/13/2024	Natural Gas - ST 74/Logistics Bldg	001-507-522-50-47-03	123.18 123.18
0483	PUGET SOUND ENERGY ST71-MAYJUN24	24-01710 Natural Gas - ST 71	Invoice	06/14/2024	Natural Gas - ST 71	001-507-522-50-47-03	142.53 142.53
0483	PUGET SOUND ENERGY ST72-MAYJUN24	24-01711 Natural Gas - ST 72	Invoice	06/18/2024	Natural Gas - ST 72	001-507-522-50-47-03	196.00 196.00
0483	PUGET SOUND ENERGY ST77-MAYJUN24	24-01712 Natural Gas - ST 77	Invoice	06/18/2024	Natural Gas - ST 77	001-507-522-50-47-03	90.70 90.70
0484	PURCELL TIRE & SERVICE CENTEF 24267689	24-01713 Shop Parts	Credit Memo	06/11/2024	Shop Parts	050-511-522-60-34-01	1,892.24 -29.82
	24268214	Shop Parts	Invoice	06/06/2024	Shop Parts	050-511-522-60-34-01	1,922.06
1611	RANDY FAY INV11687	24-01714 Mileage Reimb. (2024 WFC A Spring Se	Invoice	06/13/2024	Mileage Reimb. (2024 WFC A Spring Se	001-501-522-10-43-01	123.95 123.95
1533	REHN & ASSOCIATES INV-00202673	24-01715 COBRA Rights Notice Letter - A. Ronald	Invoice	05/31/2024	COBRA Rights Notice Letter - A. Ronald	001-502-522-10-41-01	28.00 28.00
2420	RENEWAL REMODELLING AND R 1139	24-01716 Door Replacement for Resident (N.B.- I	Invoice	06/19/2024	Door Replacement for Resident (N.B.- I	001-507-522-50-48-00	2,960.14 2,960.14
0494	REPUBLIC SERVICES #197 0197-003362316	24-01717 Recycling - ST 32	Invoice	06/30/2024	Recycling - ST 32	001-507-522-50-47-04	112.76 112.76
0494	REPUBLIC SERVICES #197 0197-003361966	24-01718 Recycling - ST 31	Invoice	06/30/2024	Recycling - ST 31	001-507-522-50-47-04	753.87 753.87
0494	REPUBLIC SERVICES #197 0197-003361354	24-01719 Refuse - ST 31	Invoice	06/30/2024	Refuse - ST 31	001-507-522-50-47-04	334.64 334.64
0494	REPUBLIC SERVICES #197 0197-003361984	24-01720 Refuse - Admin Building	Invoice	06/30/2024	Refuse - Admin Building	001-507-522-50-47-04 300-507-522-50-47-00	275.03 140.27 134.76
0494	REPUBLIC SERVICES #197 0197-003362032	24-01721 Refuse - ST 32	Invoice	06/30/2024	Refuse - ST 32	001-507-522-50-47-04	274.77 274.77
2345	RESCH PRINTING 1057	24-01722 Shop Parts	Invoice	04/19/2024	Shop Parts	050-511-522-60-34-01	360.64 360.64

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0499	RICE FERGUS MILLER, INC. 2020053.00-036 2022073.00-016	24-01723 Cap. Facilities Planning (Bid/Constructi Cap. Facilities Planning - Shop Additior	Invoice Invoice	06/12/2024 06/12/2024	Cap. Facilities Planning (Bid/Constructi Cap. Facilities Planning - Shop Additior	300-507-594-50-62-83 300-507-594-50-62-00	14,772.90 9,322.90 5,450.00
1995	RICK EDWARDS INV11686	24-01724 Mileage Reimbursement (Fire Station E	Invoice	06/03/2024	Mileage Reimbursement (Fire Station E	001-501-522-10-43-01	50.92 50.92
0513	ROSE CITY LABEL 161483	24-01725 SRFR Firefighter Sticker Badge (x10,000	Invoice	06/27/2024	SRFR Firefighter Sticker Badge (x10,000	001-515-522-30-31-01	613.50 613.50
0517	S & P DESIGN INC 14275	24-01726 Black/Heather Grey T-Shirts (Woman Ir	Invoice	06/11/2024	Black/Heather Grey T-Shirts (Woman Ir	001-504-522-20-31-07	998.41 998.41
1921	SEA-WESTERN INC INV33305 INV33625	24-01727 Lion Suspenders 48" Long Fire Hooks (Replacement Tools- PO 24-	Invoice Invoice	06/19/2024 06/27/2024	Lion Suspenders 48" Long Fire Hooks (Replacement Tools- PO 24-	001-504-522-20-31-07 001-504-522-20-35-00	416.67 65.82 350.85
0535	SHAWN SELTZ INV11690	24-01728 DOT Physical Exam Reimbursement	Invoice	06/20/2024	DOT Physical Exam Reimbursement	050-511-522-60-41-10	185.00 185.00
1547	SNOHOMISH COUNTY 911 7317 7324 7350	24-01729 Monthly Dispatch Services (Assessmen Monthly EPCR Managed Laptop Leases (Monthly)	Invoice Invoice Invoice	07/01/2024 07/01/2024 07/01/2024	Monthly Dispatch Services (Assessmen Monthly Electronic Patient Care Repor Managed Laptop Leases (Monthly)	001-504-528-00-41-00 001-509-528-00-41-00 001-509-522-20-49-02 303-504-591-22-70-00 303-509-591-22-70-00	92,199.50 17,791.47 71,165.88 1,003.75 900.28 1,338.12
0520	SNOHOMISH COUNTY FIRE DISTF 24.19	24-01730 RLB ILA - Half Year	Invoice	06/27/2024	RLB ILA - Half Year	001-506-522-45-45-00	12,500.00 12,500.00
0565	SNOHOMISH COUNTY PUD 129323273	24-01731 Electricity - ST 73	Invoice	06/14/2024	Electricity - ST 73	001-507-522-50-47-01	229.43 229.43
0565	SNOHOMISH COUNTY PUD 165230637	24-01732 Electricity - ST 33	Invoice	06/24/2024	Electricity - ST 33	001-507-522-50-47-01	886.24 886.24
0565	SNOHOMISH COUNTY PUD 112824639	24-01733 Electricity & Water - ST 82	Invoice	06/14/2024	Electricity - ST 82 Water - ST 82	001-507-522-50-47-01 001-507-522-50-47-02	1,503.56 1,038.59 464.97
0565	SNOHOMISH COUNTY PUD 126050731	24-01734 Electricity - ST 71	Invoice	06/25/2024	Electricity - ST 71	001-507-522-50-47-01	1,152.64 1,152.64
0565	SNOHOMISH COUNTY PUD 112827833	24-01735 Electricity - ST 31	Invoice	06/20/2024	Electricity - ST 31	001-507-522-50-47-01	1,955.14 1,955.14
0565	SNOHOMISH COUNTY PUD 109547775	24-01736 Electricity - ST 74/Logistics Bldg	Invoice	06/20/2024	Electricity - ST 74/Logistics Bldg	001-507-522-50-47-01	240.37 240.37
0565	SNOHOMISH COUNTY PUD 112827834	24-01737 Electricity - Admin Bldg	Invoice	06/20/2024	Electricity - Admin Bldg	001-507-522-50-47-01 300-507-522-50-47-00	1,208.48 616.32 592.16

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Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
0565	SNOHOMISH COUNTY PUD 165229992	24-01738 Electricity - ST 32	Invoice	06/24/2024	Electricity - ST 32	001-507-522-50-47-01	217.09
0565	SNOHOMISH COUNTY PUD 112824574	24-01739 Electricity & Water - ST 81	Invoice	06/14/2024	Electricity - ST 81 Water - ST 81	001-507-522-50-47-01 001-507-522-50-47-02	646.21 495.40 150.81
1536	SNOHOMISH REGIONAL FIRE & R EXCISE TAX--JUNE24	24-01740 Sales & Use Tax - June 2024	Invoice	07/01/2024	Sales & Use Tax - June 2024 Sales & Use Tax - June 2024 Sales & Use Tax - June 2024	001-504-522-20-31-01 001-505-522-30-31-00 001-513-522-10-35-00	251.24 64.46 1.13 185.65
1536	SNOHOMISH REGIONAL FIRE & R ECFSS-06/28/2024	24-01741 Apparatus Fleet Maintenance Services	Invoice	06/28/2024	Apparatus Fleet Maintenance - ECFSS I	050-511-522-60-31-02	8,075.04
1536	SNOHOMISH REGIONAL FIRE & R FIRE-06/28/2024	24-01742 Apparatus Fleet Maintenance Services	Invoice	06/28/2024	Apparatus Fleet Maintenance - EMS U Apparatus Fleet Maintenance - Suppre	001-509-522-20-48-01 001-513-522-20-48-01	104,768.30 22,153.34 82,614.96
2400	SNURE SEMINARS 119	24-01743 Procurement/Bid Law Update Webinar	Invoice	04/04/2024	Procurement/Bid Law Update Webinar	001-503-522-45-49-02	80.00
2057	SPRAGUE PEST SOLUTIONS 5462484 5462486 5462496 5462497 5462500 5462501 5462502 5462503 5462504 5462505 5462506 5462507 5481859	24-01744 Monthly Pest Control Services - Admin Pest Control Perimetr Svcs (Triannual) Monthly Pest Control Services - ST 77 Pest Control Perimeter Services (Triann Monthly Pest Control Services - ST 71 Pest Control Perimeter Services (Triann Monthly Pest Control Services - ST 33 Pest Control Perimeter Services (Triann Monthly Pest Control Services - ST 32 Pest Control Perimeter Services (Triann Monthly Pest Control Services - ST 31 Pest Control Perimeter Services (Triann Service Call (Replaced Rodent Bate Sta	Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	06/29/2024 06/29/2024 06/29/2024 06/29/2024 06/29/2024 06/29/2024 06/29/2024 06/29/2024 06/29/2024 06/27/2024 06/29/2024 06/29/2024 06/14/2024	Monthly Pest Control Services - Admin Pest Control Perimetr Svcs (Triannual) Monthly Pest Control Services - ST 77 Pest Control Perimeter Services (Triann Monthly Pest Control Services - ST 71 Pest Control Perimeter Services (Triann Monthly Pest Control Services - ST 33 Pest Control Perimeter Services (Triann Monthly Pest Control Services - ST 32 Pest Control Perimeter Services (Triann Monthly Pest Control Services - ST 31 Pest Control Perimeter Services (Triann Service Call (Replaced Rodent Bate Sta	001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-41-00 001-507-522-50-48-00	1,662.13 109.21 132.37 109.11 132.25 109.11 132.25 130.97 132.25 109.21 132.37 109.21 132.37 191.45
0575	SQUARERIGGER SOFTWARE 00016199	24-01745 Shop Parts	Invoice	07/02/2024	Shop Parts	050-511-522-60-34-01	3,931.20
2379	SRFR - PETTY CASH 0-087-653-274 17290 17291 17292 2000	24-01746 DOL Driving Record Request (x2) LithoCraft: Summer 2024 Newsletter N VEBA Reimb. Lake Stevens Fire (Bruce EMS Transport Service Billing Refund (I Feasibility Fee Extsn.(NCS-1218337-19	Invoice Invoice Invoice Invoice Invoice	06/25/2024 07/08/2024 06/20/2024 06/26/2024 07/08/2024	DOL Driving Record Request (x2) LithoCraft: Summer 2024 Newsletter N VEBA Reimb. Lake Stevens Fire (Bruce EMS Transport Service Billing Refund (I Feasibility Fee Extsn.(NCS-1218337-19	001-503-522-10-49-06 001-515-522-30-42-01 002-512-522-30-20-10 001-509-589-26-49-00 300-507-594-50-62-00	19,280.70 30.00 12,048.88 2,031.23 170.59 5,000.00
0580	STATE OF WA DEPARTMENT OF I EXCISE TAX--JUNE24	24-01747 Sales & Use Tax - June 2024 (600-355-3	Invoice	07/01/2024	Sales & Use Tax - June 2024 (600-355-3	630-512-589-00-00-00	251.24

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2184	STERICYCLE, INC. 8007622777	24-01748 Biohazardous/Medical Waste Disposal	Invoice	06/30/2024	Biohazardous/Medical Waste Disposal	001-509-522-20-41-06	62.06 62.06
1981	SUMMIT LAW GROUP, PLLC 155078	24-01749 Attorney/Legal Service Fees (Payroll Is	Invoice	06/18/2024	Attorney/Legal Service Fees (Payroll Is	001-512-522-10-41-03	1,129.00 1,129.00
2415	SUPERIOR SEPTIC SERVICE, LLC 19109869 19161821 19215218	24-01750 Septic Tank Maintenance - ST 72 Septic Tank Maintenance - ST 72 Septic Tank Maintenance - ST 72	Invoice Invoice Invoice	06/13/2024 06/21/2024 06/28/2024	Septic Tank Maintenance - ST 72 Septic Tank Maintenance - ST 72 Septic Tank Maintenance - ST 72	001-507-522-50-48-00 001-507-522-50-48-00 001-507-522-50-48-00	3,097.15 857.23 1,377.44 862.48
0610	TRUE NORTH EMERGENCY EQUIP A17866 A17926 A18079 A18080	24-01751 Shop Parts Shop Parts Shop Parts Shop Parts	Invoice Credit Memo Invoice Invoice	05/23/2024 06/04/2024 06/19/2024 06/19/2024	Shop Parts Shop Parts Shop Parts Shop Parts	050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01 050-511-522-60-34-01	965.80 382.92 -382.92 274.80 691.00
2221	ULINE, INC 179171485 179204518	24-01752 Wall panels for station 81 Adjustable Desk for Data Analyst Office	Invoice Invoice	06/10/2024 06/10/2024	Wall panels for station 81 Adjustable Desk for Data Analyst Office	001-507-522-50-35-00 001-507-522-50-35-00	2,854.65 953.50 1,115.00 786.15
0622	UNITED PARCEL SERVICE 000042W7X8264	24-01753 Freight Charges	Invoice	06/29/2024	Freight Charges (Billing Adjustment Fee Freight Charges (IT- Martin) Freight Charges (Rescue Swim Supplie Freight Charges (Shop)	001-514-522-20-31-09 001-502-522-10-42-00 001-514-522-20-31-09 050-511-522-60-34-01	193.58 1.25 46.36 59.17 86.80
2306	UNITED RENTALS (NORTH AMER 225472801-010	24-01754 Cap. Facilities Planning (Container Ren	Invoice	06/12/2024	Cap. Facilities Planning (Container Ren	300-507-594-50-62-83	176.88 176.88
0633	VERIZON WIRELESS SERVICES LLC 9966677561	24-01755 District Cell Phones	Invoice	06/15/2024	District Cell Phones - Fire	001-513-522-10-42-00	88.15 88.15
0633	VERIZON WIRELESS SERVICES LLC 9966677560	24-01756 District Mifi Plans	Invoice	06/15/2024	District Mifi Plans	001-513-522-10-42-00	4,856.85 4,856.85
0040	VESTIS 6560397555 6560401085 6560401086 6560403994	24-01757 Shop Supplies/Uniform Rental/Laundry Maint. Srvcs Towels, Floor Mat & Mop Shop Supplies/Uniform Rental/Laundry Shop Supplies/Uniform Rental/Laundry	Invoice Invoice Invoice Invoice	06/13/2024 06/20/2024 06/20/2024 06/28/2024	Shop Supplies/Uniform Rental/Laundr Maint. Srvcs Towels, Floor Mat & Mop Shop Supplies/Uniform Rental/Laundr Shop Supplies/Uniform Rental/Laundr	050-511-522-60-41-04 001-507-522-50-48-00 050-511-522-60-41-04 050-511-522-60-41-04	259.57 74.36 16.40 99.19 69.62
1597	WASHINGTON STATE HEALTH CA 2021 GEMT FINAL	24-01758 SFY 2021 GEMT Final Cost Settlement	Invoice	06/28/2024	SFY 2021 GEMT Final Cost Settlement	001-509-589-26-49-01	2,301,268.96 2,301,268.96
0648	WASTE MANAGEMENT NORTHW 1778156-2677-1	24-01759 Recycling - ST 33	Invoice	07/01/2024	Recycling - ST 33	001-507-522-50-47-04	488.92 488.92
0648	WASTE MANAGEMENT NORTHW 1777287-2677-5	24-01760 Refuse & Recycle - ST 73	Invoice	07/01/2024	Refuse & Recycle - ST 73	001-507-522-50-47-04	286.53 286.53

Docket of Claims Register

APPKT01626 - 07.11.2024 Board Meeting ER

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
0648	WASTE MANAGEMENT NORTHV 1025205-4968-8	24-01761 Refuse - ST 81	Invoice	07/01/2024	Refuse - ST 81	001-507-522-50-47-04	179.43 179.43
0648	WASTE MANAGEMENT NORTHV 1776522-2677-6	24-01762 Refuse - ST 72	Invoice	07/01/2024	Refuse - ST 72	001-507-522-50-47-04	117.54 117.54
0648	WASTE MANAGEMENT NORTHV 1776523-2677-4	24-01763 Refuse - ST 71	Invoice	07/01/2024	Refuse - ST 71	001-507-522-50-47-04	205.25 205.25
0648	WASTE MANAGEMENT NORTHV 1776979-2677-8	24-01764 Recycling - Admin Bldg	Invoice	07/01/2024	Recycling - Admin Bldg	001-507-522-50-47-04 300-507-522-50-47-00	931.44 475.03 456.41
0648	WASTE MANAGEMENT NORTHV 1776901-2677-2	24-01765 Recycling - ST 71	Invoice	07/01/2024	Recycling - ST 71	001-507-522-50-47-04	930.96 930.96
0648	WASTE MANAGEMENT NORTHV 9523482-4968-3	24-01766 Refuse & Recycle - ST 83	Invoice	07/01/2024	Refuse & Recycle - ST 83	001-507-522-50-47-04	255.42 255.42
0648	WASTE MANAGEMENT NORTHV 1025010-4968-2	24-01767 Refuse & Recycle - ST 82	Invoice	07/01/2024	Refuse & Recycle - ST 82	001-507-522-50-47-04	583.98 583.98
0648	WASTE MANAGEMENT NORTHV 1776902-2677-0	24-01768 Recycling - ST 72	Invoice	07/01/2024	Recycling - ST 72	001-507-522-50-47-04	243.00 243.00
0648	WASTE MANAGEMENT NORTHV 1776719-2677-8	24-01769 Refuse & Recycle - ST 77	Invoice	07/01/2024	Refuse & Recycle - ST 77	001-507-522-50-47-04	317.83 317.83
0648	WASTE MANAGEMENT NORTHV 1776653-2677-9	24-01770 Refuse & Recycle - ST 74/Logistics Bldg	Invoice	07/01/2024	Refuse & Recycle - ST 74/Logistics Bldg	001-507-522-50-47-04	439.77 439.77
0648	WASTE MANAGEMENT NORTHV 1778155-2677-3	24-01771 Refuse - ST 33	Invoice	07/01/2024	Refuse - ST 33	001-507-522-50-47-04	207.41 207.41
0648	WASTE MANAGEMENT NORTHV 1025204-4968-1	24-01772 Recycling - ST 81	Invoice	07/01/2024	Recycling - ST 81	001-507-522-50-47-04	294.98 294.98
0657	WELLSPRING FAMILY SERVICES E 296180	24-01773 Employee Assistance Program Monthly	Invoice	06/30/2024	Employee Assistance Program Monthly	001-510-522-20-20-15	720.20 720.20
2129	WEX BANK 98090684	24-01774 Apparatus Fuel	Invoice	06/30/2024	Apparatus Fuel - EMS Apparatus Fuel - Suppression Shop	001-509-522-20-32-00 001-504-522-20-32-00 050-511-522-60-32-00	21,546.07 10,614.64 10,614.64 316.79
2011	ZIPLY FIBER ST33-JUNJUL24	24-01775 Elevator & Fire Alarm Phone Lines/Cor	Invoice	06/14/2024	Elevator & Fire Alarm Phone Lines/Cor	001-513-522-50-42-01	245.63 245.63
2011	ZIPLY FIBER ST73-JUNJUL24	24-01776 Fax & Alarm Connection Services - ST 7	Invoice	06/10/2024	Fax & Alarm Connection Services - ST 7	001-513-522-50-42-01	407.29 407.29
Total Claims: 144						Total Payment Amount:	2,909,388.51

Snohomish Regional Fire and Rescue Claims Voucher Summary

07/09/2024

Page 1 of 5

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
24-01633	ACE EQUIPMENT RENTALS		618.62
24-01634	ACTIVE911, INC		2,997.01
24-01635	AJ'S LANDCARE, INC		2,171.92
24-01636	ALERT-ALL CORPORATION		511.99
24-01637	ALL BATTERY SALES AND SERVICE		278.58
24-01638	ALLSTREAM BUSINESS US, INC		496.99
24-01639	ALLSTREAM BUSINESS US, INC		372.08
24-01640	AMAZON CAPITAL SERVICES, INC		7,969.03
24-01641	AT&T MOBILITY LLC		3,156.17
24-01642	AXTHELM CONSTRUCTION, INC.		44,001.90
24-01643	B&H FIRE AND SECURITY		12,333.65
24-01644	BOUND TREE MEDICAL, LLC		733.23
24-01645	BRADY O'BRIEN		2,789.76
24-01646	BRANDON GARDNER		313.58
24-01647	CANON FINANCIAL SERVICES INC		732.34
24-01648	CASCADE MAILING		11,471.44
24-01649	CENTRAL WELDING SUPPLY		476.84
24-01650	CHAMPION BOLT & SUPPLY INC		174.81
24-01651	CHINOOK LUMBER		13.47
24-01652	CHMELIK SITKIN & DAVIS P.S.		4,608.00
24-01653	CLEARFLY COMMUNICATIONS		757.51
24-01654	COACH GLASS		973.42
24-01655	COMCAST		309.98
24-01656	COMCAST		315.00
24-01657	COMDATA INC.		3,582.06
24-01658	COURIERWEST		2,464.65
24-01659	CREATION ORGANICS, LLC		2,303.76
24-01660	CRESSY DOOR COMPANY, INC		4,050.23
24-01661	DANIEL KINDIG		281.47
24-01662	DARKHORSE EMERGENCY CORP.		20,000.00
24-01663	DAVID MESSER		934.96

Page Total

132,194.45

Cumulative Total

132,194.45

Snohomish Regional Fire and Rescue Claims Voucher Summary

07/09/2024

Page 2 of 5

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
24-01664	ELECTRONIC BUSINESS MACHINES		174.39
24-01665	ELSA SEXTON		378.56
24-01666	EMERALD SERVICES, INC		595.84
24-01667	EMSCONNECT, LLC		1,428.50
24-01668	EVERETT STEEL, INC.		88.81
24-01669	EVERGREEN POWER SYSTEMS, INC		1,880.43
24-01670	FIRE SERVICE REPAIR LLC		9,780.01
24-01671	FIRESTATIONFURNITURE.COM		5,791.06
24-01672	FIRST CLASS BUILDING SUPPLY AND SERVICES		2,687.00
24-01673	FIRSTWATCH		635.00
24-01674	FREIGHTLINER NORTHWEST		16,249.85
24-01675	GALLS, LLC		6,569.76
24-01676	GITT'S SPRING CO		2,023.02
24-01677	GRAINGER		4,606.26
24-01678	HD SUPPLY MAINTENANCE SOLUTIONS		647.44
24-01679	HIGHWAY AUTO SUPPLY		10.74
24-01680	IMS ALLIANCE		48.39
24-01681	INTERFACE SYSTEMS, LLC		8,000.00
24-01682	ISOUTSOURCE		1,074.18
24-01683	JASON BOWEN		2,314.40
24-01684	JEFF SCHAUB		6.00
24-01685	JUDD & BLACK ELECTRIC INC		1,565.90
24-01686	KAITLIN KING		2,439.64
24-01687	KENT D. BRUCE CO., LLC		460.91
24-01688	L.N. CURTIS & SONS		2,857.67
24-01689	LAURA GONZALEZ		32.73
24-01690	LEMAY MOBILE SHREDDING		108.00
24-01691	LIFE-ASSIST INC		252.93
24-01692	LOWE'S		1,592.38
24-01693	MICHAEL MCCONNELL		764.00
24-01694	MITCH SHRAUNER		225.12

Page Total

75,288.92

Cumulative Total

207,483.37

Snohomish Regional Fire and Rescue Claims Voucher Summary

07/09/2024

Page 3 of 5

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
24-01695	MONROE PARTS HOUSE		12,042.30
24-01696	MONROE VISION CLINIC, INC.		860.00
24-01697	NATIONAL HOSE TESTING SPECIALTIES, INC.		30,724.00
24-01698	NATIONAL TESTING NETWORK, INC.		930.00
24-01699	NESSCAMPBELL CRANE + RIGGING		4,421.70
24-01700	NORTHWEST PUMP & EQUIPMENT CO		1,503.62
24-01701	NORTHWEST SAFETY CLEAN		841.89
24-01702	ODP BUSINESS SOLUTIONS, LLC		742.26
24-01703	OTTO ROSENAU & ASSOCIATES, INC.		16,231.65
24-01704	PERFORMANCE RADIATOR PACIFIC, LLC		84.23
24-01705	PETROCARD, INC.		1,464.58
24-01706	POSITIVE PROMOTIONS, INC.		820.40
24-01707	POWERDMS, INC.		12,022.54
24-01708	PUGET SOUND ENERGY		117.31
24-01709	PUGET SOUND ENERGY		123.18
24-01710	PUGET SOUND ENERGY		142.53
24-01711	PUGET SOUND ENERGY		196.00
24-01712	PUGET SOUND ENERGY		90.70
24-01713	PURCELL TIRE & SERVICE CENTER		1,892.24
24-01714	RANDY FAY		123.95
24-01715	REHN & ASSOCIATES		28.00
24-01716	RENEWAL REMODELLING AND REPAIRS, LLC		2,960.14
24-01717	REPUBLIC SERVICES #197		112.76
24-01718	REPUBLIC SERVICES #197		753.87
24-01719	REPUBLIC SERVICES #197		334.64
24-01720	REPUBLIC SERVICES #197		275.03
24-01721	REPUBLIC SERVICES #197		274.77
24-01722	RESCH PRINTING		360.64
24-01723	RICE FERGUS MILLER, INC.		14,772.90
24-01724	RICK EDWARDS		50.92
24-01725	ROSE CITY LABEL		613.50

Page Total

105,912.25

Cumulative Total

313,395.62

Snohomish Regional Fire and Rescue Claims Voucher Summary

07/09/2024

Page 4 of 5

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
24-01726	S & P DESIGN INC		998.41
24-01727	SEA-WESTERN INC		416.67
24-01728	SHAWN SELTZ		185.00
24-01729	SNOHOMISH COUNTY 911		92,199.50
24-01730	SNOHOMISH COUNTY FIRE DISTRICT #4		12,500.00
24-01731	SNOHOMISH COUNTY PUD		229.43
24-01732	SNOHOMISH COUNTY PUD		886.24
24-01733	SNOHOMISH COUNTY PUD		1,503.56
24-01734	SNOHOMISH COUNTY PUD		1,152.64
24-01735	SNOHOMISH COUNTY PUD		1,955.14
24-01736	SNOHOMISH COUNTY PUD		240.37
24-01737	SNOHOMISH COUNTY PUD		1,208.48
24-01738	SNOHOMISH COUNTY PUD		217.09
24-01739	SNOHOMISH COUNTY PUD		646.21
24-01740	SNOHOMISH REGIONAL FIRE & RESCUE		251.24
24-01741	SNOHOMISH REGIONAL FIRE & RESCUE		8,075.04
24-01742	SNOHOMISH REGIONAL FIRE & RESCUE		104,768.30
24-01743	SNURE SEMINARS		80.00
24-01744	SPRAGUE PEST SOLUTIONS		1,662.13
24-01745	SQUARERIGGER SOFTWARE		3,931.20
24-01746	SRFR - PETTY CASH		19,280.70
24-01747	STATE OF WA DEPARTMENT OF REVENUE		251.24
24-01748	STERICYCLE, INC.		62.06
24-01749	SUMMIT LAW GROUP, PLLC		1,129.00
24-01750	SUPERIOR SEPTIC SERVICE, LLC		3,097.15
24-01751	TRUE NORTH EMERGENCY EQUIPMENT INC		965.80
24-01752	ULINE, INC		2,854.65
24-01753	UNITED PARCEL SERVICE		193.58
24-01754	UNITED RENTALS (NORTH AMERICA), INC.		176.88
24-01755	VERIZON WIRELESS SERVICES LLC		88.15
24-01756	VERIZON WIRELESS SERVICES LLC		4,856.85

Page Total

266,062.71

Cumulative Total

579,458.33

Snohomish Regional Fire and Rescue Claims Voucher Summary

07/09/2024

Page 5 of 5

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
24-01757	VESTIS		259.57
24-01758	WASHINGTON STATE HEALTH CARE AUTHORITY		2,301,268.96
24-01759	WASTE MANAGEMENT NORTHWEST		488.92
24-01760	WASTE MANAGEMENT NORTHWEST		286.53
24-01761	WASTE MANAGEMENT NORTHWEST		179.43
24-01762	WASTE MANAGEMENT NORTHWEST		117.54
24-01763	WASTE MANAGEMENT NORTHWEST		205.25
24-01764	WASTE MANAGEMENT NORTHWEST		931.44
24-01765	WASTE MANAGEMENT NORTHWEST		930.96
24-01766	WASTE MANAGEMENT NORTHWEST		255.42
24-01767	WASTE MANAGEMENT NORTHWEST		583.98
24-01768	WASTE MANAGEMENT NORTHWEST		243.00
24-01769	WASTE MANAGEMENT NORTHWEST		317.83
24-01770	WASTE MANAGEMENT NORTHWEST		439.77
24-01771	WASTE MANAGEMENT NORTHWEST		207.41
24-01772	WASTE MANAGEMENT NORTHWEST		294.98
24-01773	WELLSPRING FAMILY SERVICES EAP		720.20
24-01774	WEX BANK		21,546.07
24-01775	ZIPLY FIBER		245.63
24-01776	ZIPLY FIBER		407.29

Page Total	2,329,930.18
Cumulative Total	2,909,388.51



Payroll Summary and Authorization Form for the:

6/30/2024 Payroll

I, the undersigned, do hereby certify that the foregoing payroll is, just, true and correct, that the persons whose names appear thereon actually performed labor as stated on the dates shown, that the amounts are actually due, and that the salary warrants and related benefit warrants shall be issued.

District Name: Snohomish Regional Fire & Rescue

Direct Deposits: \$1,277,299.98

Paper Checks: \$2,846.20

Taxes: \$396,127.74

Allowed in the sum of: \$1,676,273.92

Reviewed by: Brandon Vargas
District Administrative Coordinator

Prepared by: Erick Ramirez
Payroll Specialist

Approved by Commissioners: _____



BOARD OF FIRE COMMISSIONERS MEETING MINUTES

SNOHOMISH REGIONAL FIRE & RESCUE

SRFR Station 31 Training Room / Via Zoom

163 Village Court, Monroe, WA 98272

June 27, 2024, 1730 hours

CALL TO ORDER

Chairman Elmore called the meeting to order at 1730 hours. In attendance were Commissioner Edwards, Chairman Elmore, Commissioner Schaub, and Commissioner Waugh; and via Zoom were Commissioner Gagnon, Commissioner Steinruck, and District Secretary Snure. Also, Vice Chairman Fay was an excused absence.

BADGE CEREMONY FOR FIRE MARSHAL'S OFFICE

Chief O'Brien commented that this ceremony will be postponed until a later date.

PUBLIC COMMENT

N/A

UNION COMMENT

N/A

CHIEF'S REPORT

As presented. Chief O'Brien commented that last weekend Snohomish Regional Fire & Rescue and South County Fire partnered to provide a Future Women in Fire Workshop. He thanked Jessica Hanna as our lead coordinator as well as our support team and instructors including Shanell Rasmussen, Julia Thomas, Jordan Noto, Dr. Brooke Lundquist, Peter Mongillo and Kaitlin King. He also thanked everyone for their hard work.

COMMISSIONER REPORTS

Capital Facilities – Commissioner Schaub commented that they reviewed the Station 83 progress and RAB for additional costs, the Station 31 project proposal, the Stations 32 & 81 updates, and the Station 72 update with crews back in the station.

Finance Committee – Chairman Elmore commented that they met earlier this afternoon and discussed the revision to the last PERS Resolution regarding post-employment medical. They also had a presentation regarding salary surveys, a presentation regarding the fire benefit charge, and they discussed the Station 83 RAB change orders and the Station 31 Shop Remodel.

Sno911 – Commissioner Waugh commented that they went through a Regional Resiliency Test, and practiced taking over another agency's dispatch so they can continue to work if they were to get diverted



due to an emergency. He also mentioned their radio replacement project will be on time, switching to a digital system in early 2025.

COMMITTEE MEETING MINUTES

Policy Committee – May 9, 2024

CONSENT AGENDA

Approval of Vouchers

Benefits Vouchers: 24-01517-24-01527; (\$744,178.28)

AP Vouchers: 24-01529 to 24-01613; (\$331,637.92)

Approval of Payroll

June 15, 2024 (\$1,427,823.80)

Approval of Minutes

Approve Regular Board Meeting Minutes June 13, 2024

Approve Special Board Meeting Minutes June 18, 2024

Approve Special Board Meeting Minutes June 20, 2024

Motion to approve the Consent Agenda as submitted.

Motion by Commissioner Schaub and 2nd by Commissioner Edwards.

On vote, Motion carried 6/0.

OLD BUSINESS

Discussion

Continuous Improvement: Hiring Committee

Chief O'Brien commented that we had a successful hiring process for entry level firefighters, and we have asked Battalion Chief Hammeren and Battalion Chief Basta to share about the process.

Battalion Chief Basta commented that a few months ago we formed the Hiring Committee to improve transparency, ensure that we are hiring the best candidate for the job and improve candidate retention. We asked our firefighters for their input; and as a team we created questions. We are hiring so many people without experience who don't really know what is different about our agency. We decided to set up a special Open House for those candidates who were moving on to the Chief's interview. The goal was to make the Open House fun for the candidates and their families; and show them what is so special about SRFR. We had a BBQ, we had Union Reps available, HR, Water Rescue Team, and the Chief was there to answer questions. He thanked HR for their cookie decorating station for the kiddos; and mentioned that many of those candidates were impressed with the Open House. Additionally, after each round of interviews, the panel members came back together to discuss what went well and what could be improved upon, to help finetune the process. Lastly, we requested that we have two Battalion Chiefs included in the Chief's interviews.



Battalion Chief Hammermen commented that he was in on the Round 1 Interview which was like a rapid-fire interview. We interviewed 130 candidates with very simple basic questions; and for the first time we gave them the questions prior to the interview. The next round was an Oral Board with more in-depth questions with the top 60 candidates; and then the top 30 candidates moved on to Chief's Interview and they were invited to the Open House. Battalion Chief Hammermen commented that this process allowed him to interact with the candidates three different times, with time to process everything in between the series of interviews. This process is going to add to our quality.

Commissioner Schaub asked if most of the candidates are looking to stay close to their home or are they interested in relocating. Battalion Chief Hammermen commented multiple candidates mentioned that SRFR wasn't their first choice, but after the Open House they were reconsidering. Most will probably stay closer to their residence; recruitment basically comes down to opportunity and our contract. The Hiring Committee is a lot of extra effort, but it is a huge priority for us to recruit and retain high quality people, and we are doing our due diligence.

Action

PERS Resolution 2024-5

Chief O'Brien commented that we made a mistake by including dental for our retirees in the resolution, unfortunately our dental plan does not allow for that type of coverage. After much thought and discussion, we decided to add \$75 per month toward the retiree's VEBA in lieu of the dental.

Motion to rescind Resolution 2024-1 and approve Resolution 2024-5 as submitted.

Motion by Chairman Elmore and 2nd by Commissioner Edwards.

On vote, Motion carried 6/0.

NEW BUSINESS

Discussion

Policy Review

- Policy 103 Governing Rules and Board Policies
- Policy 215 Community Advisory Committee
- Policy 330 Ride-Along Program
- Policy 607 Heat Illness Prevention Training
- Policy 904 High-Visibility Vests
- Policy 905 Body Armor
- Policy 920 Roadway Incident Safety
- Policy 1028 Uniform Regulations

Policies to be Superseded/Rescinded

- SCFD7 Policy 4 Entrance Requirements for All Personnel
- SCFD7 Policy 22 Response to Requests for Assistance



- SCFD7 Policy 49 Automobile Usage
- SCFD7 Policy 68 Paid Family and Medical Leave

Chairman Elmore asked for any questions and there was no further discussion.

Station 31 Remodel

Deputy Chief Rasmussen introduced the Station 31 shop contract with GenCap Construction which covers the base bid price, bid alt 1, bid alt 2, and the do not exceed 10% of package proposal. This has been discussed in both the Capital Facilities and Finance Committees.

Action

Station 83 Change Orders

Chief O'Brien commented that this was supposed to be completed in June, and there have been quite a few challenges. Our goal is to get our crew back in the station as soon as possible. The best-case scenario would be the end of August. We are requesting this as an action item today because we want to take care of this as soon as possible.

Deputy Chief Rasmussen commented that this has been reviewed in both the Capital Facilities and Finance Committees. This is increasing the project costs of Station 83 to cover the 10% do not exceed amount, the siding change order, the water damage change order, and the new fire alarm panel. The new gross maximum price (GMP) is requested to be \$1,438,946 which is an increase of \$188,946 over the original request.

Motion to approve the Station 83 Change Orders as submitted.

Motion by Commissioner Waugh and 2nd by Commissioner Schaub.

On vote, Motion carried 6/0.

GOOD OF THE ORDER

Chairman Elmore commented he had a discussion with chair of Snohomish County Fire District #4 regarding possible dates for future joint meetings. This will be a good way for us to get to know each other better. He also asked for a preliminary discussion with Chief Demarco with Everett Fire on what we can do together, and Chief O'Brien agreed. Chairman Elmore thanked everyone for their work.

Commissioner Schaub shared his concern regarding fireworks and noted that the majority of fires break out in Washington state on July 4th, and there is data to support this.

ATTENDANCE CHECK

Regular Commissioner Meeting July 11, 2024, at 1730 - Station 31 Training Room/Zoom.

EXECUTIVE SESSION

RCW 42.30.140(4)(a): Labor Negotiations



RCW 42.30.110(1)(g): To Review the Performance of a Public Employee
 RCW 42.30.110(1)(b): Discussing the Purchase of Real Estate

Chairman Elmore called for an Executive Session to begin at 1810 hours for 15 minutes. Chairman Elmore extended the executive session for an additional 5 minutes, until 1830 hours. Chairman Elmore resumed the regular Board of Commissioners Meeting at 1830 hours and announced that there is no decision at this time.

ADJOURNMENT

Chairman Elmore adjourned the meeting at 1830 hours.

Snohomish Regional Fire & Rescue

 Commissioner Rick Edwards

 Chairman Troy Elmore

 Vice Chairman Randy Fay

 Commissioner Paul Gagnon

 Commissioner Jeff Schaub

 Commissioner Jim Steinruck

 Commissioner Roy Waugh



OLD BUSINESS

DISCUSSION





OLD BUSINESS

ACTION





Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	Draft Policy Approval #POL-2406		
Executive member responsible for guiding the initiative:	DC McConnell		
Type of Action:	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Resolution	
Initiative Description:	<p>The agency is working through adoption of updated policies developed in the Lexipol format. The policy approval process includes division head review, staff policy committee review, labor review, senior staff review, commission policy committee review, and final board adoption. This is an ongoing process requiring monthly review and approval.</p> <p>Draft Policy:</p> <ul style="list-style-type: none"> • 103 Governing Rules and Board Policies • 215 Community Advisory Committee • 330 Ride-Along Program • 607 Heat Illness Prevention Training • 904 High-Visibility Vests • 905 Body Armor • 920 Roadway Incident Safety • 1028 Uniform Regulations <p>Policies to be superseded/rescinded</p> <ul style="list-style-type: none"> • SCFD7 Policy 4 Entrance Requirements for All Personnel (SRFR Policy 1046 Entrance Requirements for All Personnel) • SCFD7 Policy 22 Response to Requests for Assistance (SRFR Policy 301 Emergency Response) • SCFD7 Policy 49 Automobile Usage (SRFR Policy 1045 Automobile Usage) • SCFD7 Policy 68 Paid Family and Medical Leave (SRFR Policy 1038 Paid Family and Medical Leave) 		
Initiative Description:	<ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • If Financial: Reason RAB must be approved outside of the annual budget process 		
Financial Impact:	Expense: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A Revenue: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A Total amount of initiative (attach amount breakdown if applicable): \$ Initial amount: \$ Long-term annual amount(s): \$ Currently Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$		

	Budget Amendment Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ <ul style="list-style-type: none"> If yes: Fund(s)/line item(s) to be amended:
Risk Assessment:	Risk if approved: N/A Risk if not approved: Increased liability due to outdated policies that do not match current agency practices or meet organizational needs.
Legal Review:	<input checked="" type="checkbox"/> Initiative conforms with District policy/procedure number (attach): <input checked="" type="checkbox"/> Initiatives that require legal review (contracts, other initiatives): <ul style="list-style-type: none"> Contracts Has been reviewed and approved by legal Includes all costs Includes term Includes 'do not exceed' language <input type="checkbox"/> N/A
Presented to, and Approved by, Senior Staff	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Sub-Committee Approval	Initiative presented to commissioner sub-committee: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Approved by commissioner sub-committee: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A: <input type="checkbox"/>
For Fire Chief Approval:	<input checked="" type="checkbox"/> RAB document complete <input checked="" type="checkbox"/> Supporting documentation attached <input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Support (Mindy Leber) <i>Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution</i> <i>Fire Chief will coordinate with Senior Staff for RAB introduction</i>
RAB Executive: Confirmed email sent to Board by Fire Chief	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board of Fire Commissioners	RAB initiatives go through the following process: <ol style="list-style-type: none"> Senior Staff approval to move forward to a committee/board Initiatives are introduced to the appropriate committee for review

3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item
 - The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes)
4. At a second commissioner meeting, initiatives may be assigned as an action item for approval

Execution:

It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.

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103.1 AUTHORITY

Status. Snohomish Regional Fire & Rescue is a municipal corporation organized and operating pursuant to [Title 52 RCW](#).

Board of Commissioners. The Board of Commissioners "the Board" possesses the powers and authority as set forth in [Title 52 RCW](#) and other applicable provisions of the Revised Code of Washington.

Purpose. The Board of Commissioners hereby establishes the following Governing Rules and Board Policies to guide the conduct of the Board in managing the operation of the District. These rules shall be in effect upon adoption by resolution of the Board and until such time as they are amended or new rules are adopted in the manner provided by these rules.

103.2 COMMISSIONERSHIP, QUORUM, VOTING, AND VACANCIES

Commissioner Positions. The Board of Commissioners consists of seven (7) Commissioner positions each with a six-year term. Elected Commissioners shall take office at the first meeting in January following an election, provided that Commissioners elected to fill the remainder of a vacant term may take office at the first meeting following the certification of the election.

Commissioner Oath. Commissioners shall take an oath of office before beginning to perform the duties of the office, but no more than ten days prior to the date the Commissioner's term begins.

Individual Commissioners.

1. Each Commissioner is an elected or appointed representative of the residents of the District. Commissioners are entitled to vote on all matters coming before the Board and to make and second motions regardless of whether the Commissioner is serving as chair.
2. Individual Commissioners do not have authority to manage or direct the affairs of the District. Administrative and managerial powers may only be exercised by those persons to whom such powers are delegated by action of the Board. The principal executive and administrative officer of the District is the Fire Chief who has the responsibility for the management of the daily affairs of the District, for the supervision of District personnel and for the establishment of a chain of command to carry out such supervision.
3. Commissioners are encouraged to become familiar with the District operations. The Fire Chief or designee shall provide new Commissioners with a District orientation, station visits and staff introductions. Commissioners are encouraged to notify the Fire Chief prior to visiting a fire station. If prior notice is not feasible, the Commissioner shall notify the Fire Chief after the visit.
4. Individual Commissioners communicating with personnel shall not present themselves as representing official positions of the Board of Commissioners. It is a policy of the

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District, that individual Commissioners shall not supervise, direct or discipline District personnel. It is the entire Board's role to supervise the Fire Chief.

5. Commissioners may communicate directly with the Fire Chief to address significant or time sensitive concerns or issues with District operations.
6. The Fire Chief shall be the primary contact with District legal counsel. It is suggested that all contact go through the Chair and Fire Chief; however, any Commissioner may contact legal counsel.

Quorum. A quorum shall constitute a majority of the Commissioners.

Voting. The Board shall act by majority vote except where statutory requirements require a super majority or unanimous vote in which case the statutory requirement shall control. Voting shall occur as follows:

1. **Voice vote.** A generalized verbal indication by the Board as a whole of "yea or nay" vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Board. Silence of a Commissioner during a voice vote shall be recorded as a vote with the prevailing side, except where such a Commissioner abstains because of a stated conflict of interest or appearance of fairness.
2. **Roll call vote.** A roll call vote may be requested by the Chair or by any Commissioner.
3. **Abstentions.** It is the responsibility of each Commissioner to vote when requested on a matter before the full Board. However, a Commissioner may abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness.
4. **Votes by Chair.** The Chair may vote on the same basis as any other Commissioner.

Absences. Commissioners will inform the Chair or Board Secretary if they are unable to attend any Board meeting, or if they knowingly will be late to any meeting. The minutes will show the Commissioner as having an excused absence unless the Board approves a motion declaring the absence to be unexcused.

Remote Attendance. Commissioners may attend meetings remotely provided that such arrangements are made in advance with the Chair or Board Secretary and provided that technology permits the remote Commissioner to hear and be heard by the other Commissioners and any public and staff attending the meeting.

Removal of Commissioner. If a Commissioner has two (2) consecutive unexcused absences from regularly scheduled meetings, the Board of Commissioners may direct the Board Secretary or designee, to notify the Commissioner by mail that failure to attend the next regularly scheduled meeting, without an approved excuse, will result in the position being declared vacant. In such an event, the vacant position shall be filled in accordance with Section 103.2 Vacancies.

Vacancies. In case of a Board vacancy, the remaining Commissioners shall fill such vacancy by appointment. The appointee shall meet the following minimum requirements:

1. U.S. Citizen

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2. 18 years old or older
3. Registered voter Residing in the District for at least 30 days
4. No Felony Convictions unless the individual has had his or her civil rights restored subsequent to the conviction. Conviction of anything less than a felony does not preclude an individual from holding public office.
5. No contractual conflict of interest with the District, i.e a contractual relationship with the District that exceeds \$3,000 per month in compensation.

The Board has 90 days from the date the vacancy occurs to fill the position, in a public meeting and as outlined in accordance with [RCW 42.12.080](#):

1. After a vacancy occurs, the remaining members of the governing body must nominate at least one candidate at a meeting of the governing body. The governing body must then cause notice of the vacancy and the name of the nominated candidate or candidates to be posted in three public places in the special purpose district, including on the district's website if the district has a website, for a minimum of 15 days. During the notice period, registered voters who reside in the special purpose district may submit nominations to the remaining members of the governing body.
2. The notice must state that a vacancy exists, must identify the candidate(s) who are already nominated, must indicate that the Board will accept additional nominations from District registered voters, and outline the process and parameters the Board will use to fill the vacancy.
3. If the Board does not fill the vacancy within 90 days, the Board's authority to fill the vacancy terminates and the County legislative body is required to fill the vacancy.
4. As provided in [chapter 29A.24 RCW](#), each person who is appointed shall serve until a qualified person is elected at the next election at which a member of the governing body normally would be elected. The person elected shall take office immediately and serve the remainder of the unexpired term.

103.3 BOARD CHAIR SELECTION AND DUTIES

Selection of Chair. Annually at the first meeting in January of each year, or if required at other times by changes in the Commissionership, the members thereof, by majority vote, shall designate one Commissioner to serve as Chair and one Commissioner to serve as Vice Chair for the ensuing year. Nominations will be called for and closed by the governing Board before the vote.

Conduct of Meetings. The Chair shall preside at all meetings of the Board and, in the absence of the Chair, the Vice Chair will act in that capacity. If both the Chair and Vice Chair are absent and a quorum is present, the Board shall elect one of its members to serve as Chair until the return of the Chair or Vice Chair.

Duties of the Chair:

1. Shall preserve order and decorum at all meetings of the Board and cause the removal of any person from any meeting for disorderly conduct;
2. Shall observe and enforce all rules adopted by the Board.

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103.4 BOARD SECRETARY

The Board shall appoint a qualified individual to serve as Secretary to the Board of Commissioners as required by [RCW 52.14.080](#). The Secretary shall take an oath of office and shall perform all duties as required by law or as assigned by the Board.

103.5 BOARD MEETINGS

Open Public Meetings. All meetings of the Board shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in [RCW Chapter 42.30](#). The Board Secretary, or designee, shall be responsible for preparing agendas for all Board meetings. The Board Secretary, or designee, shall cause to be prepared minutes of all of the Board meetings, which minutes shall contain an account of all official actions of the Board. The open public portions of the Board meetings shall be electronically recorded and retained for the period of time as provided by State law.

Regular Meetings. The date, time and location of the regular meetings of the Board shall be established by Resolution of the Board.

Special Meetings. Special Meetings may be called by the Chair or by any four (4) members of the Board by written notice delivered to each member of the Board in the manner required by [RCW 42.30.080](#).

Emergency Meetings. Emergency meetings may be called by the Chair, in accordance with [RCW 42.30.070](#).

Executive and Closed Sessions. The Board may hold executive sessions pursuant to a purpose authorized under [RCW 42.30.110](#) and may hold closed meetings pursuant to [RCW 42.30.140](#). Attendance in executive sessions or closed meetings shall be limited to the Commissioners and such other staff members and consultants authorized by the Chair or a majority of the Commissioners. The public is restricted from attendance. Executive and closed sessions shall not be recorded.

Cancellation of Meetings. Meetings may be canceled by the chair or by a majority vote of the Board and proper notice given by the Board Secretary.

Meeting Relocations. Regular Meetings may be relocated if necessary to meet the needs of the Board. For regular meetings, temporary or permanent relocations shall be established by Board Resolution or through the use of the adjournment/continuation procedures set forth in [RCW 42.30.090](#) and [RCW 42.30.100](#).

103.6 ORDER OF BUSINESS AND REGULAR BOARD MEETING AGENDA

Agenda Preparation. All items to be included on the Board's agenda for consideration should be submitted to the Board Secretary or designee, in full by Noon two days preceding each regular Board meeting. The Board Secretary or designee shall then prepare a proposed agenda according to the order of business, for approval by the Chair, or Chair's designee. A final agenda will then

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be prepared by the Board Secretary, or designee and distributed to Commissioners as the official agenda for the meeting. The agenda shall be posted on the District website at least 24 hours in advance of the meeting but may be modified at any time. The agenda format of the Regular Board meetings shall be substantially as follows:

1. **Call to order.** The Chair shall call the meeting to order.
2. **Flag salute.** The Chair, Commissioners and, at times, invited guests will lead the flag salute.
3. **Roll call.** The Chair will call the roll. Commissioners may request to be excused from a meeting by requesting the same of the Chair in advance of the meeting.
4. **Agenda modifications.** Changes to the Board's published agenda may be requested and announced at this time.
5. **Announcements, Proclamations and Presentations.** A proclamation is defined as an official announcement made by the Chair or the Governance Board regarding a non-controversial event, activity or special interest group which has a major authority-wide impact.
6. **Public Comment.** Members of the audience may comment on items relating to any matter related to District business under the Public Comment period. Comments are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic pursuant to the rules established under Section 103.8 Public Comments of these Rules. Citizens may also speak on individual agenda items on the printed agenda at the time they are considered by the Board when specifically invited to do so by the Chair.
7. **Union Comment.** Union Representatives may comment and inform the Board of issues of interest to the Unions.
8. **Chief's Report.** The Fire Chief, or Fire Chief's designee, shall provide a report informing the Board of the operations of the District.
9. **Board Committee Reports/Meeting Report.** Board Committee Chairs report on action and activities of their respective Board Committees and other meetings attended.
10. **Consent Agenda.** Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. Items on the Consent Agenda include but are not limited to the following. Any Commissioner may remove any item from the Consent Agenda for separate discussion and action.
 - (a) Approval of minutes.
 - (b) Fixing dates for public hearings and appeals.
 - (c) Approval of claims and vouchers, bid awards and contracts.
 - (d) Other items designated by the Governance Board.
11. **Old Business.** Unfinished business of a general nature.
12. **New Business.** Business that has not been previously before the Governance Board.

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13. **Good of the Order.**

14. **Future Meetings.**

15. **Executive Sessions.** When executive sessions are required the Chair shall announce the time of the executive session and the purpose of the executive session with specific reference to the statutory authority for the executive session. The Chair may, but is not required, to announce whether action is anticipated to follow the executive session. Executive sessions may be extended as necessary by announcing the time extensions.

16. **Adjournment.**

Recess. The foregoing agenda may be interrupted for a stated time as called by the Chair to recess for any reason.

103.7 CONDUCT AT MEETINGS AND DEBATES; RULES OF PROCEDURE

Interruption. No member of the Board, including the Chair, shall interrupt or argue with any other member while such member has the floor, other than the Chair's duty to preserve order during meetings.

Courtesy. All speakers, including members of the Board, which includes the Chair, in the discussion, comments, or debate of any matter or issue shall address their remarks to the Chair, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Board, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.

Challenge to Ruling. - Any member of the Board, including the Chair, shall have the right to challenge any action or ruling of the Chair, or member, as the case may be, in which case the decision of the majority of the members of the Board present, including the Chair, shall govern.

Rules of Order. These Rules establish the governing rules of order for the Board. In the event a situation arises in which these Rules do not adequately address or resolve a procedural issue, then, except where such rules conflict with these rules or state law, except as modified below, the rules of procedure for small boards established in the latest edition of *Roberts Rules of Order, Newly Revised*, shall control.

1. If a motion does not receive a second, it dies. Matters that do not constitute a motion include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege; therefore a second is not needed for those matters.
2. A motion that receives a tie vote is deemed to have failed.
3. When making motions, Commissioners shall be clear and concise and not include arguments for the motion within the motion.

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4. After a motion has been made and seconded, the Commissioners may discuss their opinions on the issue prior to the vote.
5. If any Commissioner wishes to abstain, from a vote, that Commissioner shall advise the Governance Board, and shall remove and absent himself/herself from the deliberations and considerations of the motion, and shall have no further participation in the matter. Such advice shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Commissioner perceives a need to abstain, provided that, prior to the time that a Commissioner gives advice of an intent to abstain from an issue, the Commissioner may confer with the District Attorney to determine if the basis for the Commissioner's intended abstention is appropriate. If the intended abstention can be anticipated in advance, the conference with the District Attorney should occur prior to the meeting at which the subject matter would be coming before the Board.
6. A motion may be withdrawn by the maker of the motion at any time without the consent of the Board.
7. A motion to table is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table is to be used in instances where circumstances or situations arise which necessitate the interruption of the Commissioners' consideration of the matter then before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, or until a time certain, if specified in the motion to table. To remove an item from the table in advance of the time certain requires a majority vote.
8. A motion to postpone to a certain time is debatable, is amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special Governing Board meeting.
9. A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
10. A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a majority vote; debate is reopened if the motion fails.
11. A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
12. Motions that cannot be amended include: Motion to adjourn, lay on the table, roll call vote, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order.
13. Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
14. Debate of a motion only occurs after the motion has been moved and seconded.

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15. When a question has been decided, any Commissioner who voted in the majority may move for reconsideration, but no motion for reconsideration of a vote shall be made until the next Regular Board meeting.
16. The District Attorney shall act as the Board's parliamentarian and shall decide all questions of interpretations of these rules which may arise at a Board meeting.
17. These rules may be amended, or new rules adopted, by a majority vote of the full Board.

103.8 PUBLIC COMMENTS

Persons addressing the Board, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes. All remarks will be addressed to the Board as a whole. The Board Secretary or designee, shall serve as timekeeper. The Chair, or a majority of the Board, may make exceptions to the time restrictions of persons addressing the Board when warranted, in the discretion of the Chair or the Board.

Any person making personal, impertinent or slanderous remarks while addressing the Board shall be barred from further audience participation by the Chair, unless permission to continue is granted by a majority vote of the Board.

103.9 PUBLIC HEARINGS AND APPEALS

Quasi Judicial Hearings. Quasi-Judicial hearings require a decision be made by the Board using a certain process, which may include a record of evidence considered and specific findings made. The following procedure shall apply:

1. The Fire Chief or designee will present the District's position and findings. Staff will be available to respond to Board questions.
2. The proponent spokesperson shall speak first and be allowed (10) minutes unless extended by the Chair. The Board may ask questions.
3. Each side shall then be allowed five (5) minutes, unless extended by the Chair, for rebuttal, with the proponent spokesperson speaking first, followed by the opponent spokesperson.
4. The Board Secretary or designee, shall serve as timekeeper during these hearings.
5. After each proponent and opponent spokesperson have used their speaking time, the Board may ask further questions of the speakers, who shall be entitled to respond but limit their response to the question asked.

Public Hearings. Public hearings where a general audience is in attendance to present arguments for or against a public issue:

1. The Fire Chief or designee shall present the issue to the Board and respond to questions.

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2. A person may speak for three (3) minutes. The Chair may make exceptions to the time restrictions of persons speaking at a public hearing when warranted, in the discretion of the Chair.
3. The Board Secretary or designee, shall serve as timekeeper during these hearings.
4. After the speaker has used the speaker's allotted time, the Board may ask questions of the speaker and the speaker may respond, but may not engage in further debate.
5. The hearing will then be closed to public participation and open for discussion among Commissioners.

The Chair may exercise changes in the procedures at a particular meeting or hearing, but the decision to do so may be overruled by a majority vote of the Board.

103.10 BOARD MEETING STAFFING

District Secretary. The District Secretary, or designee, shall attend all meetings of the Board unless excused by the Chair or the Fire Chief and in such event, an acting District Secretary may be designated to attend the meeting by the Chair or the Fire Chief.

Fire Chief. The Fire Chief or designee shall attend all meetings of the Board unless excused.

District Attorney. The District Attorney may attend all meetings of the Board when requested by the Fire Chief or the Chair and, upon request, give an opinion, either written or oral, on legal questions.

103.11 BOARD RELATIONS WITH STAFF

Mutual Respect. There will be mutual respect from both District staff and Commissioners of their respective roles and responsibilities when, and if, expressing criticism in a public meeting.

Roles. District staff will acknowledge the Board as policy makers, and the Commissioners will acknowledge District staff as administering the Board's policies.

Communications. All written informational material requested of District staff by any individual Commissioner shall be submitted to (or made available to) all Commissioners unless other reasons preclude such distribution, in which case the reasons shall be communicated to the Commissioners by the Chair or designee.

1. Commissioners shall not attempt to coerce or influence District staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of District licenses or permits.
2. Commissioners shall not attempt to change or interfere with the operating rules and practices of the District.
3. No Commissioner shall direct the Chair to initiate any action or prepare any report that is significant in nature or initiate any project or study without the consent of a majority of the Board.

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4. Individual requests for information can be made directly to the Fire Chief unless otherwise determined by the Chair. If the request would create a change in work assignments or District staffing levels, the request must be made through the Chair.

103.12 BOARD COMMITTEES AND COMMUNITY LIAISONS

Standing Committees. Standing Committees of the Board of Commissioners shall each have three Commissioners and are established as follows:

1. **Finance Committee.** Reviews and provides guidance regarding matters of finance, budget, contracts, human resources, labor issues, risk management, etc.
2. **Capital Facilities Committee.** Reviews and provides guidance regarding matters of real property, fire stations, facilities, maintenance, vehicles, etc.
3. **Citizens Advisory Committee (CAC).** Provides for citizen participation in the planning process and critical issue review for the District. Commissioners shall lead the committee and work to involve citizens to review, validate, gather, and provide citizen input on any given topic requested by the Board.
 - (a) Citizen members of the CAC shall be selected by the Commissioners.

Ad Hoc Committees. The Board may establish Ad Hoc Committees as necessary to address specific issues of interest to the Board and the District.

Committee Appointments. Committee appointments shall be made by the Board Chair after seeking input from the Commissioners. Committee appointments shall generally be made at the first Board meeting in January but may be adjusted or changed at any time to meet the needs of the Board. Board Committees, except the CAC, shall not consist of a quorum of the Governing Board as defined in these rules.

Committee Authority. Board Committees are purely advisory in nature, shall not have any decision making authority, and are not authorized to "act on behalf of" the Governing Board as that term has been defined by the Washington State Supreme Court in [Citizens Alliance for Property Rights v. San Juan County, 184 Wn.2d 428 \(2015\)](#). Board Committees are not intended to meet the definition of a Public Agency under [RCW 42.30.020\(1\)](#) and such meetings shall not be required to comply with the [Open Public Meetings Act](#)

Community Participation.

1. Commissioners shall serve as community liaisons with other governmental entities and community organizations as identified by the Board.
2. All Commissioners are encouraged to attend local government and County meetings, service clubs, chambers of commerce, and other organizations. Attendance and participation of such activities should be coordinated. Individual Commissioners could be slated to attend.

103.13 BOARD REPRESENTATION

If a Commissioner appears on behalf of the District before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue,

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the Commissioner needs to state the majority position of the Governance Board if known, on such issue. Personal opinions and comments which differ from those of the Board majority may be expressed if the Commissioner clarifies that these statements do not represent the Board's position. Commissioners need to have other Commissioner's concurrence before representing another Commissioner's view or position with the media, another government agency or community organization.

103.14 CONFIDENTIALITY

Commissioners should keep confidential all written materials and verbal information provided to them during Executive Sessions, to ensure that the District's position is not compromised. Confidentiality also includes information provided to Commissioners outside of Executive Sessions when the information is considered exempt from disclosure under exemptions set forth in the Revised Code of Washington.

103.15 BOARD COMPENSATION

Commissioner Compensation. Commissioners shall receive compensation in the manner provided in [RCW 52.14.010](#) implemented in accordance with the following rules. It is the function of the Board to approve the services that any member is authorized to perform for the District.

Commissioner shall be entitled to receive the full amount of compensation authorized by statute for the following activities:

1. Actual attendance at all regular and special meetings of the Board.
2. Attendance at Board designated committee meetings.
3. Attendance at regular Fire Commissioners Association meetings and at meetings of the Board of Directors of the Association if the Commissioner is a member of the Board.
4. Attendance at Washington Fire Commissioners Association meetings, conferences and seminars.
5. Attendance at District related seminars and educational classes.
6. Attendance at District open house functions.
7. Travel time when a separate day of travel is required because of the location and scheduling of the activity.
8. Attendance at other District related activities approved by the Board.
9. Or, in performance of other services or duties on behalf of the District as approved by the Board of Commissioners.

Waiver of Commissioner Compensation. Any Commissioner may waive all or any portion of his or her compensation payable under this section, by a written waiver filed with the Board Secretary prior to the date on which the compensation would otherwise be earned. The waiver shall specify the time period or the specific activities for which the waiver is made.

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Commissioner Expense Reimbursement. Commissioners shall, on approval by the Chair, receive reimbursement of reasonable expenses incurred in attending activities, meetings and events held outside of the District per the District's Travel Policy.

103.16 ACCESS TO DISTRICT RECORDS

Each Commissioner shall have access to District records during regular business hours of the District; provided, that the review or examination of the records shall not interfere with the normal operation of the District staff. Commissioners shall not remove original District records from District buildings. The administration shall provide copies of records requested by Commissioners subject to the following limitations:

No copies of confidential records will be provided without prior approval of the Board.

Copies will be provided promptly, provided the copying shall not unduly interfere with normal operations of the administrative staff.

District records and information obtained from District records may not be used by Commissioners for non-District business nor disclosed to unauthorized persons.

103.17 PERSONAL LIABILITY PROTECTION

Insurance. Commissioners shall be included as named insureds on all applicable District insurance policies. In the event a Commissioner shall be individually named as a defendant in any litigation arising out of the performance by the Commissioner of District business and the District's insurance carrier shall deny coverage and refuse to provide defense to the action, the District shall provide the Commissioner with defense coverage and liability protection subject to the following conditions:

1. The cause of action must have arisen as a result of the action or non-action of the Commissioner while acting within the scope and authority of the office of Commissioner.
2. The cause of action must not have arisen as a result of intentionally negligent or criminal conduct of the Commissioner.

Liability Protection Procedure. The following procedure shall be used to determine if the District shall provide the defense and liability coverage for a Commissioner.

1. The matter shall be referred to the District's Attorney for investigation and review.
2. The District's Attorney or designee shall fully investigate the facts and circumstances of the litigation and the actions of the defendant Commissioner.
3. The District's Attorney shall report to the Board in writing the results of the investigation and research. A copy of the report shall be furnished to each Commissioner under the attorney-client communication privilege.
4. The Board shall make the final determination based on the report and investigation of the attorney.

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103.18 ETHICS

Purpose. The District and its Commissioners find that the proper operation of a fire protection district, as a taxpayer-supported public entity, requires that public officers, and particularly elected officials primarily responsible for the lawful management of the municipal corporation, be ethical, independent, impartial and responsible to the people, as fiduciaries. This policy is limited in scope; it only applies to the Commissioners of this District.

Policy. The policy of the District is that this Ethics Policy shall be strictly adhered to, and that it shall be interpreted liberally so as to accomplish its purpose. The goal of the District is to establish and maintain the highest ethical standards for its leaders, so that they may establish an example for all District employees to emulate. The expectations of the Board and the District shall be that the prohibitions contained herein will always be honored and that the recommendations contained herein will be aspired to, and achieved whenever feasible.

Definitions. The following terms or words shall have the following meanings, throughout this ethics policy:

1. **Major Infraction:** A major infraction means and includes misfeasance, malfeasance, violation of the oath of office, violation of the Washington State or U.S. Constitution or a state statute or any other offense listed herein that involves honesty or integrity.
2. **Minor Infraction:** A minor infraction means any ethics code violation not deemed to be major.
3. **Misfeasance:** Misfeasance is defined by statute, and means any wrongful conduct that affects, interrupts or interferes with the performance of official duties. Additionally, misfeasance means the performance of a duty in an improper manner or with the appearance of impropriety.
4. **Malfeasance:** Malfeasance is defined by statute, and means any wrongful conduct that affects, interrupts or interferes with the performance of official duties. Additionally, malfeasance means the commission of an unlawful act.
5. **Violation of oath of office:** This term is also defined by statute and means the neglect or willful failure of an elected public official to perform faithfully the duties imposed by law. Violation of a statute, particularly one that prescribes a duty for a Commissioner, would be an example of a violation of the oath of office.

Prohibited Conduct- A Commissioner Shall Not:

1. Have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature that is in conflict with the proper discharge of the Commissioner's duties.
2. Be beneficially interested, directly or indirectly, in a contract, sale, lease, purchase, or grant that may be made by, through, or under the supervision of the Commissioner, in whole or in part, and shall not accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested in any such contract, sale, lease, purchase, or grant, except as set forth below.

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3. Use his or her position to secure special privileges or exemptions for himself, herself, or others.
4. Give or receive or agree to receive any compensation, gift, reward, or gratuity from a source other than the District, for a matter connected with or related to the Commissioner's services unless provided for by law.
5. Receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment of the Commissioner, or be considered as part of a reward for action or inaction.
6. Accept employment or engage in business or professional activity that the Commissioner might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position.
7. Neither disclose confidential information gained by reason of the Commissioner's position, nor may the Commissioner otherwise use such information for his or her personal gain or benefit.
8. Except in the course of official duties or incident to official duties, assist any person, directly or indirectly, in a transaction involving the District, where such Commissioner's assistance is, or to a reasonable person would appear to be, enhanced or affected by the Commissioner's position.
9. Employ or use any District staff or other person, District funds or money, or District property under the Commissioner's official control or direction, or in his or her official custody, for the private benefit or gain of the Commissioner, an employee of the District, or another person, except as allowed by law. This section does not prohibit use of public resources to benefit citizens or others when such is part of District functions or official duties, or otherwise allowed by law.
10. Use the facilities, personnel or resources of the District to assist or oppose a campaign for election or for the promotion or opposition to a ballot proposition, except pursuant to one of the recognized exceptions to [RCW 42.17A.555](#).
11. Participate, by voting or otherwise, in any issue that comes before the Board, when the Commissioner has any direct or indirect personal or financial stake in the outcome of the matter.
12. Campaign for, or accept appointment or election to, any public office that would be incompatible with the office of Commissioner, if concurrently serving as a Commissioner.

Recommended Conduct - At All times a Commissioner should:

1. Respect and comply with the law.
2. Act at all times in a manner that promotes public confidence in the office of Commissioner.
3. Participate in establishing, maintaining, and enforcing high standards of conduct and personally observe those standards.

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4. Exhibit unquestionable integrity and have an uprightness of character and soundness of moral principle.
5. Show respect for others through temperance, fairness and civility in the execution of their duties and conduct of their personal life.
6. Have the courage to do what is right and stand up for those without power or authority.
7. Have compassion that is inherent to understanding another's problems while controlling and understanding personal feelings.
8. Conduct political campaigns in an honest and forthright manner, without attacking others in a negative way.
9. Lead by example.
10. Never forget that public office requires public trust and confidence.

Exceptions.

1. A Commissioner is allowed by state statute to be financially involved in a contract with the District, so long as payment to the Commissioner or his/her business does not exceed \$1,500.00 in any calendar month, provided that such Commissioner shall not vote on any such contract in which he/she is beneficially interested. Moreover, such interest shall be disclosed to the Board and noted in the minutes before formation of the contract.
2. A Commissioner may accept a gift in the form of food or beverage on infrequent occasions in the ordinary course of performance of duties, but no such gift shall exceed a value of fifty dollars (\$50.00).
3. A Commissioner is not deemed to have an interest in a contract, as those terms are used herein, if the Commissioner has only a remote interest in the contract, so long as disclosure is made. A remote interest means, for example, the interest of a nonsalaried officer of a nonprofit corporation, the interest of an employee of a contracting party, where the compensation of that employee (Commissioner) consists entirely of fixed wages or salary, the interest of only a landlord or tenant of the contracting party, or the interest of a less than 1% shareholder of a contracting corporation or cooperative; provided that this exception does not apply to a Commissioner who attempts to influence, or does influence other District officers with respect to entering into the contract.

Complaints. All complaints or requests for investigation of an alleged violation of this policy shall be in writing and signed by the complainant.

Community Advisory Committee

215.1 PURPOSE

Agency Content

The purpose of the Community Advisory Committee (CAC) is to foster collaboration and engagement between Snohomish Regional Fire & Rescue (SRFR) and the local community. As a well formed committee, the CAC is comprised of community members who represent the diverse perspectives and backgrounds found in SRFR's service area. While the CAC does not possess formal authority, it serves as an essential conduit for community input, recommendations, and advocacy.

215.2 POLICY

Agency Content

It is the policy of Snohomish Regional Fire & Rescue to be a responsive partner serving the community. SRFR strives to seek feedback and recommendations from the community regarding all operations and services of the District. This policy establishes the framework for meaningful collaboration between SRFR and the community, ensuring that community voices contribute to the district's future planning and decision-making.

215.3 DEFINITIONS

Agency Content

Capital Improvement Plan - The district's planning document that develops a timeline and considers a funding mechanism for any additional capital improvements necessary to maintain existing service capacity and to meet the increased demand for services predicted by the SRFR Standards of Cover.

Committee - The volunteer appointed citizen body known as the Snohomish Regional Fire & Rescue Community Advisory Committee (CAC). The CAC is an uncompensated volunteer position.

Board - The Snohomish Regional Fire & Rescue Board of Commissioners, the authority through whom the powers and duties of the Committee are created.

Planning Documents - Any document developed and used by the district to establish strategic direction, evaluate fire service performance and maintain concurrency.

Self-Assessment Document - The district's response to the Commission on Fire Accreditation International's (CFAI) Fire and Emergency Services Self-Assessment Manual and its series of "Performance Indicator" requirements that has been submitted for peer review and compliance with the CFAI requirements for obtaining status as an Accredited Agency.

Staff Liaison - The district staff member(s) appointed by the Fire Chief to work with the Committee.

Standard of Cover - A systems approach toward fire service deployment that evaluates community risk and expectations to take a comprehensive approach toward establishing

Community Advisory Committee

appropriate levels of service capable of safely, efficiently and effectively dealing with the identified risk.

Strategic Plan - The district planning document that defines the agencies strategy, or direction for the future, along with decisions on allocating resources including capital and people to pursue the identified specific strategies.

215.4 COMPOSITION & SELECTION

Agency Content

1. The CAC should consist of twelve members, appointed by the SRFR Board of Commissioners.
2. Members should be selected to ensure a broad range of perspectives, including residents, business owners, community leaders, and other stakeholders dispersed equitably throughout the district.
3. Terms of service shall be two (2) years long and should be staggered to maintain continuity.
4. At least three Commissioners should attend each meeting.
5. The District shall provide administrative support for all CAC activities.

215.5 APPOINTMENT, ELECTION AND DUTIES OF OFFICERS

Agency Content

1. Officers:
 1. The officers of the committee shall consist of a Chair and Vice Chair.
2. Chair:
 1. The Chair, appointed by the Board, shall:
 1. Preside at and call to order all meetings of the Committee.
 2. Work with the Staff Liaison to plan the agenda for the Committee.
 3. Coordinate with the Staff Liaison and make sure that all directives or requests to the Board by the Committee come through the Committee Chair only and that this protocol and chain of command is observed by all members.
 4. Be the representative and spokesperson of the Committee or designate an alternate to serve in the Chair's stead if the Vice-Chair is not available.
 5. Report to the Board on Committee activities and recommendations in a timely manor.
 6. Propose amendments or changes to this policy as supported by the majority of the committee.
3. Vice Chair:

Community Advisory Committee

1. In the absence of the Chair, will assume all duties of the Chair.
2. Election of the Vice Chair for the upcoming year shall be held at the first meeting in January. The Vice chair shall be elected by a simple majority vote of a quorum of the Committee, shall take office immediately and shall serve until a successor is elected. In the event the Vice Chair position is vacated the Committee shall fill the position by a simple majority vote at the first meeting following the creation of the vacancy.

215.6 COMMITTEE RESPONSIBILITIES

Agency Content

1. Recommendations and Planning
 1. Reviewing SRFR plans, policies, and initiatives.
 2. Providing feedback and recommendations to enhance SRFR services, operations, and community outreach.
 3. Assist in long-term planning and strategic decision-making.
2. Information Exchange
 1. Meeting periodically to receive updates from SRFR leadership on district plans, projects, and developments.
 2. Engaging in open and constructive dialogue with SRFR representatives.
3. Advocacy and Support
 1. Advocating for community needs and priorities within SRFR's planning processes.
 2. Promoting community awareness of SRFR initiatives.
 3. Encouraging community awareness of SRFR programs and services.

215.7 MEETINGS

Agency Content

1. Agenda and Minutes:
 1. All meetings shall be conducted in accordance with the [Washington Public Meeting Act](#). The staff liaison shall be responsible for preparing and publishing the committee agenda as approved by the Committee Chair.
 2. Committee meeting minutes shall be prepared by the staff liaison and published upon approval of the Committee to support transparent Committee findings and recommendations.
2. Frequency of Meetings:
 1. The CAC should meet at least bi-annually.
3. Meeting Dates:

Community Advisory Committee

1. The date, time and location of the Committee's regular meetings shall be coordinated by the staff liaison and committee chair and communicated to the Board.
4. Rules of Conduct.
 1. Be knowledgeable of the governing, Regulations and Policies of the CAC and uphold the "Rules of Practice" adopted the CAC.
 2. The most recent edition of "Robert's Rules of Order for Small Bodies" shall be used to guide parliamentary proceedings.

215.8 CONFLICT OF INTEREST

Agency Content

1. Notification of Conflict of Interest.
 1. Whenever the Committee is considering a matter that raises a question of an appearance of a conflict of interest for a particular member, the member is responsible for alerting the Chair and Staff Liaison prior to the meeting of their situation. Members are initially responsible for determining when a conflict of interest exists.
 2. No committee member may have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity or incur an obligation of any nature that is in conflict with the proper discharge of the committee members' official duties.
 3. A committee member asked to vote on an issue that may be a conflict of interest, should abstain from the vote.
 4. Regardless of the number of abstentions to the vote, the majority of yes or no votes shall decide the matter before the committee.
2. Conduct at Meetings Where a Member has a Conflict of Interest.
 1. If any member has a conflict of interest with any particular item, the member shall notify the Committee and the public in attendance of the conflict of interest. The member shall not participate in the discussion of the item unless invited to do so by a member of the Committee. In any case the member shall not be party to consideration or the voting on the item.

Ride-Along Program

330.1 PURPOSE AND SCOPE

Discretionary MODIFIED

Snohomish Regional Fire & Rescue recognizes that fire service professionals and students can learn and gain valuable insight from observing, on a first hand basis, other organizations as they respond to emergency incidents. An additional purpose of this policy and concurrent procedure is to allow the District to provide reciprocal opportunity for observation to personnel from other fire service organizations. Additionally, the Ride-Along Program provides an opportunity for citizens to experience fire service functions first hand. The District's Ride-Along program may not be feasible for everyone. Riders must have the physical ability to rapidly mount and dismount apparatus to prevent delays in emergency response. Riders must also be able to withstand weather variations common to Washington State for a significant period of time. The District will attempt reasonable accommodations to allow the ride-along to occur. However, if unable to allow the ride-along due to physical limitations, SRFR will then strive to accommodate informational station tours or other appropriate substitutes, if so desired.

330.1.1 REFERENCES

Agency Content

Procedure: 330 Ride-Along Program

Required forms attached to procedure 330 Ride-Along Program:

- SRFR Ride-Along Request Form
 - Contains HIPAA Acknowledgment Form
- District Release of Liability

330.2 POLICY

Discretionary MODIFIED

It is the policy of Snohomish Regional Fire & Rescue to provide an opportunity for citizens, students, and other fire service professionals to experience the fire and EMS service functions and operations of Snohomish Regional Fire & Rescue when specific criteria are met.

330.3 RIDE ALONG REQUESTS

Discretionary MODIFIED

Ride-along applications by EMS student observers and other medical professionals or trainees shall be forwarded to the Deputy Chief of EMS for approval, if approved the Deputy Chief will assign the ride-along applicant to a Battalion Chief for scheduling their ride-time.

Ride-along applications from civilians or fire service professionals from other organizations shall be forwarded to the Assistant Chief of Operations or his/her designee, if approved the Assistant Chief or his/her designee will assign the ride-along applicant to a Battalion Chief for scheduling their ride-time.

Ride-Along Program

Generally, the amount of ride-along observers throughout the District is limited to one (1) per shift. The Fire Chief, or designee, may allow for more than one observer on a case-by-case basis.

330.3.1 PROGRAM REQUIREMENTS

Discretionary **MODIFIED**

1. Ride-along participants shall be in compliance with the provisions of the Health Insurance Portability & Accountability Act of 1996 (HIPAA). Those ride-along participants without formal HIPAA training will be supervised in a manner where patient privacy rights are protected. Where possible, a copy of HIPAA certification shall be attached to the SRFR Ride-Along Request Form.
2. Participants shall not be allowed to use any equipment with audio, photography or video recording capabilities that might infringe upon patient privacy rights, unless prior approval has been granted through the Assistant Chief of Operations or Deputy Chief of EMS.
3. Participants are required to wear a seat belt and follow all applicable safety practices while riding in District apparatus.
4. Participants must be at least 18 years old unless specifically approved in advance by the Deputy Chief of Operations.
5. Prior to participating in a ride-along, every person must acknowledge the risks and sign the District Release of Liability Form and HIPAA Acknowledgment Form.
6. The participant must be in good health and must not be suffering from any illness or injury, including cold, flu or respiratory infection on the day of the ride along.
7. The participant's application forms shall be fully completed and all signatures obtained, in advance, prior to allowing the ride-along to observe.

330.3.2 ELIGIBILITY

Discretionary **MODIFIED**

The Snohomish Regional Fire & Rescue ride-along program is offered to everyone meeting the requirements of this policy and concurrent procedure. If there are multiple applicants on specific days then residents, students and those employed within the District may take priority. Every attempt will be made to accommodate interested persons; however, any applicant may be disqualified without cause.

The following factors may be considered in disqualifying an applicant and are not limited to:

- Being under 18 years of age.
- Prior criminal history.
- Pending criminal action.
- Pending lawsuit against the District.
- Denial by any supervisor.
- Poor health or other condition that cannot be reasonably accommodated.

Ride-Along Program

330.3.3 AVAILABILITY

Discretionary **MODIFIED**

The ride-along program is available on most days of the week, with certain exceptions. The ride-along times are established by the Battalion Chief. Exceptions to this schedule may be made as approved by the Fire Chief, or the authorized designee. The Fire Chief, Assistant Chief of Operations, Deputy Chief of EMS or the affected Battalion Chief may disapprove a ride-along participant if such detail interferes with prior arrangements or other considerations which may effect the normal operations of the District. In such cases, alternate arrangements should be made at the earliest convenience.

330.3.4 SUITABLE ATTIRE

Discretionary **MODIFIED**

Any person approved to ride along is required to be suitably dressed in collared shirt, blouse or jacket, slacks and shoes. Sandals, t-shirts, tank tops, shorts and ripped or torn blue jeans are not permitted. Fire service professionals from other organizations, EMT students and other uniformed persons may wear their Class B equivalent uniform or casual business attire. Jewelry and tattoos should comply with the Personal Appearance Standards Policy. The Battalion Chief may refuse a ride-along to anyone not properly dressed.

330.4 COMPANY OFFICER RESPONSIBILITIES

Discretionary **MODIFIED**

The company officer shall advise the on-duty Battalion Chief that a ride-along is present in the fire apparatus before going into service. Company officers shall be responsible for supervision of ride-along participants assigned to their station; and enforce the content of this policy. Company officers shall consider the safety of the ride-along at all times. Company Officers should use discretion when encountering a potentially dangerous situation, and if feasible, require the participant to remain in the fire apparatus.

330.5 CONTROL OF RIDE-ALONG

Discretionary

The company officer shall maintain control over the ride-along at all times and instruct him/her in the conditions that necessarily limit their participation. These instructions should include:

- (a) The ride-along will follow the lawful directions of any district member.
- (b) The ride-along will not become involved in any investigation, discussions with victims or handling any fire equipment.
- (c) Either the ride-along or the company officer may terminate the ride at any time. Reasonable effort will be made to return the observer to his/her home or to the fire station if the ride is terminated.

Ride-Along Program

- (d) Company officers will not allow ride-alongs to be present in any residence or situation that would jeopardize their safety or cause undue stress or embarrassment to a victim or any other citizen.
- (e) Under no circumstance shall a civilian ride-along be permitted to enter a private residence with the fire crew without the express consent of the resident or other authorized person.

330.6 EMERGENCY RESPONSE PARTICIPATION

Agency Content

Riders are not permitted to engage in any emergency service activities unless they are emergency medical students (EMT's or Paramedics) that are participating in the delivery of emergency medical care as part of their requirements for the program they are enrolled in.

EMS students who perform emergency services activities must be properly trained in the PPE, tools and equipment they will be using to perform said activities.

330.7 AGENCY PARTNERSHIPS

Agency Content

In addition to providing the Ride-Along Program Snohomish Regional Fire & Rescue will facilitate, when feasible, direct partnerships with other fire departments to allow members to come shadow their position within their agency at SRFR. This addition to our program is intended to provide experience to other fire service professionals and teaching opportunities to district members in a way that benefits the District and it's relationship with neighboring agencies.

When the District directly works with another agency, the process will be handled by the Deputy Chief of Operations and/or the Deputy Chief of EMS. The Deputy Chiefs will work with the partnering agency to fulfill these requirements:

- The District Release of Liability Form shall be reviewed and signed by each member wishing to shadow at SRFR.
- The partnering agency will need to provide confirmation to the district that their members are HIPAA trained.

Partnering agency employees will be expected to bring their own PPE and class B agency uniform for the shadow shift.

When new agency partnerships are established in accordance with this section, Local 2781 shall be notified.

Heat Illness Prevention Training

607.1 PURPOSE AND SCOPE

State **MODIFIED**

The purpose of this policy is to establish and maintain a training program that complies with state mandates for the prevention of heat illness in members who are exposed to high-heat conditions. This policy identifies which members must receive training, the required curriculum, supervisory training and responsibilities, and training record documentation ([WAC 296-305-05004](#)).

607.1.1 DEFINITIONS

State **MODIFIED**

Definitions related to this policy include:

Acclimatization - The temporary adaptation of the body to work in the heat. Acclimatization peaks in most people within four to 14 days of working at least two hours per day in the heat.

Heat - related illness - A serious medical condition resulting from the body's inability to cope with a particular heat load, and includes but is not limited to heat cramps, heat exhaustion, and heat stroke ([WAC 296-305-01005](#)).

607.2 POLICY

State **MODIFIED**

It is the policy of Snohomish Regional Fire & Rescue to promote member health and safety by establishing a heat illness prevention training program and requiring member participation. In addition to the safety precautions described in the Heat Illness Prevention Program Policy, the District shall ensure that effective training is provided to members before the member begins work that should reasonably be anticipated to result in heat illness.

607.3 SUPERVISOR TRAINING REQUIREMENTS AND RESPONSIBILITIES

State **MODIFIED**

Supervisors shall be provided additional training on the following topics prior to supervising members who will be working in the heat ([WAC 296-305-05004](#)):

- (a) The procedures to follow to implement the applicable provisions in this policy
- (b) The procedures to follow when a member exhibits symptoms consistent with possible heat illness, including emergency response procedures
- (c) The procedures for moving or transporting a member to a rendezvous location accessible to an EMS provider, if necessary

607.4 TRAINING RECORDS

Best Practice **MODIFIED**

The Deputy Chief that oversees training shall be responsible for maintaining records of all heat illness prevention training provided to members. Records should include, but are not limited to, the following:

Heat Illness Prevention Training

- (a) The dates of the training sessions
- (b) A list of the topics or a summary of the content of the training sessions
- (c) The names or other identifier and job title of all members who received the training
- (d) The names, certificate number and qualifications of persons conducting the training

The Deputy Chief should maintain the training records in accordance with established records retention schedules.

High-Visibility Safety Vests

904.1 PURPOSE AND SCOPE

Federal MODIFIED

The purpose of this policy is to describe the guidelines to protect members who may be exposed to hazards presented by passing traffic, construction vehicles and disaster recovery equipment and to comply with applicable safety regulations (Manual on Uniform Traffic Control Devices for Streets and Highways, [23 CFR 655.601](#)).

904.2 POLICY

Federal MODIFIED

It is the policy of Snohomish Regional Fire & Rescue that all personnel shall wear class II high-visibility safety vests in addition to appropriate personal protective equipment (PPE) whenever the emergency scene is located on or near a roadway where firefighters are subject to the hazards of moving traffic, construction vehicles or disaster recovery equipment. Members who are working on roadways and are not directly exposed to fire, flame, excessive heat or hazardous materials are expected to wear a high-visibility vest. This includes pump operators, support personnel and command officers. When it is anticipated that the emergency scene will be located on a roadway, high-visibility safety vests should be donned along with other appropriate (PPE) at the time of dispatch.

High-visibility vests should also be worn any time a member or a supervisor believes increased visibility would improve safety or efficiency.

Body Armor

905.1 PURPOSE AND SCOPE

Best Practice MODIFIED

Snohomish Regional Fire & Rescue is committed to reducing or eliminating occupational risks and hazards whenever possible in an effort to improve member safety. The purpose of this policy is to identify body armor as a practical safety measure that should be used to reduce some of the occupational risks and hazards confronting members.

905.1.1 DEFINITIONS

Agency Content

Definitions related to this policy include:

Active Shooter – An individual actively engaged in killing or attempting to kill people in a confined and populated area.

Slumper – Anyone reported as unresponsive in a vehicle. Possibly due to DUI, medical issue, or sleeping.

Body Armor - Any bullet-resistant material intended to provide ballistic and trauma protection for the person wearing the body armor. [Ca. Pen. Code § 16288](#)

Soft Armor – *minimum Level IIIA* - Tested to stop .357 SIG and .44 Magnum ammunition fired from longer barrel handguns. No rifle ammunition protection.

Hard Armor – *minimum Level IV* - Tested to stop .30 cal steel core armor-piercing rifle ammunition.

Ballistic helmet - Helmets intended to protect the wearer against gunfire.

- Stops NIJ-STD-0106.01 Level IIIA threats including 9mm, 44 mag & .357 SIG (NIJ 0106.01) with Fragmentation Protection: STANAG 2920 & MIL STD 662F

905.1.2 REFERENCES

Agency Content

Policy 332 Scenes of Violence

[WAC 296-305-02012](#) - State Requirements for Fire Departments utilizing body armor.

[California Penal Code § 16288](#)

905.2 POLICY

Best Practice MODIFIED

It is the policy of Snohomish Regional Fire & Rescue to provide body armor to district members who may be exposed to any of the occupational risks and hazards the armor is designed to protect against. Snohomish Regional Fire & Rescue authorizes members to utilize district-issued body armor whenever members believe it may be prudent or appropriate to do so. It is not the intent of the District to have members utilize body armor on a routine basis, but rather to have body armor

Body Armor

available to personnel for situations that may be violent, potentially violent or otherwise pose a risk to safety that the use of body armor could reduce or eliminate.

A supervisor may mandate the use of body armor in any situation or circumstance that may warrant the use of armor.

905.3 USE OF BODY ARMOR

Best Practice **MODIFIED**

1. Level IIIA soft armor shall be used in the following situations:
 1. Any shooting, stabbing, police standby, or situation involving violence.
 2. Any incident determined by dispatch to be an 'unsafe scene' (USS).
 3. Fights, regardless of if any weapons are reported to be involved.
 4. Slumper calls.
 5. Suspected or confirmed illicit substance overdoses.
 6. Any domestic violence, family dispute, or address that has been flagged for such hazards or flagged for known violence against public safety personnel.
 7. Incidents involving mass civil disturbances, protesting, rioting, or looting.
 8. Incidents involving groups or organizations with a known history of violent encounters or activities.
 9. Any incident where an explosive device may be present or suspected.
 10. Any incident when law enforcement representatives recommend the use of body armor.
 11. Any time deemed necessary by the IC or person in charge of the crew. (e.g. Prison/Jails, Homeless encampments)
 12. In addition to the requirements listed above, personnel have the discretion to wear body armor at any time they feel necessary.
2. Body Armor shall be upgraded to hard armor plates and ballistic helmets in the following situations:
 1. When assigned to operations in "Warm Zones" per Policy: 332 Scenes of Violence
 2. Any time deemed necessary by the IC or person in charge of the crew.
3. Soft armor shall continue to be worn while transporting a patient from any situation listed above.
4. At a minimum, Level IIIA soft body armor shall be worn until any of the following occurs:
 1. The scene is determined to be safe, and all threats have been mitigated.
 2. The IC, or person in charge of the crew, states it is safe to remove.
 3. Personnel have cleared the scene and are in service.

Body Armor

905.4 STORAGE OF BODY ARMOR

Agency Content

All district-issued body armor should be stored in full compliance with the manufacturer's guidance. Generally, all body armor should be stored such that it is not subject to direct sunlight or extreme temperatures and is protected from moisture or high humidity. Body armor should be stored in a location that is reasonably accessible to members as needed. During times of known or anticipated violent events, body armor may be temporarily moved to and stored in any location that makes it more readily and quickly accessible to members.

905.5 MAINTENANCE AND SERVICE LIFE OF BODY ARMOR

Agency Content

All district-issued body armor shall be inspected and maintained in accordance with the manufacturer's instructions. All district body armor will be immediately removed from service at any time that it is damaged, any time it fails the manufacturer's inspection criteria or when it has exceeded its rated service life.

905.6 SELECTION AND PROCUREMENT OF BODY ARMOR

Agency Content

When members of this district use body armor, Snohomish Regional Fire & Rescue shall provide the necessary equipment in accordance with ([WAC 296-305-02012](#)):

- (a) The body armor fits properly based on the manufacturer's recommendations and is not used beyond the warranty expiration date.
- (b) Members are trained in the use, limitations and situations in which the body armor should be worn.
- (c) Body armor meets the National Institute of Justice (NIJ) threat level requirements ([WAC 296-305-02012\(3\)](#)).

Roadway Incident Safety

920.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to set forth district Fire Chief responsibilities for development of practices used by members who are engaged in any operations occurring on roadways.

920.2 POLICY

Best Practice MODIFIED

It is the policy of Snohomish Regional Fire & Rescue to provide maximum protection and safety to members working in or near motor vehicle traffic

920.3 FIRE CHIEF RESPONSIBILITIES

Best Practice MODIFIED

The Fire Chief or his/her designee should ensure that the District adopts a procedure that addresses scene safety while working in or near motor vehicle traffic. Procedures should include but not be limited to:

- Use of the Incident Command System at all roadway incidents.
- Coordination and cooperation with law enforcement on-scene, including establishing a unified command, depending on the location, size, and complexity of the incident.
- Scene identification and size-up.
- The use of appropriate PPE.
- Establishing a temporary traffic control zone including:
 - Placement of apparatus.
 - Size of the traffic control zone.
 - Use of traffic control devices.
 - Personnel assigned to traffic control duties.

920.3.1 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)

State MODIFIED

Procedures should also include any requirements in the manual of uniform traffic control devices adopted by the state, including but not limited to the following ([WAC 468-95-010](#)):

- Use of emergency vehicle lighting.
- Safe positioning of emergency vehicles.
- Use of traffic flaggers.

Uniform Regulations

1028.1 PURPOSE AND SCOPE

This policy establishes clear and consistent standards for the professional appearance of fire department personnel through proper uniform wear. It aims to:

- **Promote professionalism and public trust:** A well-maintained and standardized uniform fosters a professional image for the fire department, enhancing public trust and confidence in our services.
- **Ensure safety and functionality:** Uniforms meeting National Fire Protection Association (NFPA) standards and the Washington Administrative Code [296-305-02001](#), as it relates to station work uniforms, prioritize the safety of personnel by providing appropriate protection during various fire and emergency situations.
- **Maintain a cohesive departmental identity:** Consistent uniform regulations create a unified visual representation of the fire department, fostering a sense of pride and unity among personnel.
- **Enhance order and discipline:** Clear guidelines for uniform wear contribute to a disciplined and orderly work environment within the fire department.

1028.1.1 PERSONNEL AFFECTED

- All uniformed members.
- Administrative support staff members.
- Logistics Technicians and fleet shop personnel.

1028.2 REFERENCE

Chapter [296-305](#)

NFPA 1500

NFPA 1971

NFPA 1975

Washington State Fire Chiefs Recommended Class A Dress Uniform.

IAFF Local 2781 Collective Bargaining Agreement, Article 19.

General Teamsters Union Local 38 Agreement, Article 17.

Procedure: 1028 Uniform Regulations

1028.3 DEFINITIONS

Administrative Support Staff – Non-combat, who are represented by Teamsters Local 38 with exception to the Public Information and Education Officers and Specialists.

Uniform Regulations

Business Casual – Shall mean business type attire to produce a professional image.

Class A Uniform – Shall mean formal/dress uniform.

Class B Uniform – Shall mean the daily work uniform.

Class C Uniform – Shall mean work wear authorized for use during special details, select time frames, and as approved by the supervising officer or manager.

Confidential and Exempt Administrative Staff - All non-combat, non-represented personnel exempt from overtime including, but not limited to the the Business Administrator, Human Resources Director, Human Resources Analysts, Chief Finance Officer, Information Technology, etc.

Fire District Uniform Provider Web Portal – Shall mean the approved website for uniform ordering.

Chief Officer – The Fire Chief, Assistant Fire Chief, and Deputy Chief.

Shift Officer – Battalion Chief.

Company Officer – Any Captain, Lieutenant, MSO.

Line Personnel – Any uniformed member including the Public Information and Education Officers and Specialists.

Safety Shoes – Shall mean appropriate black footwear with crush protection and a puncture-resistant device in the sole and which meets the performance requirements of NFPA 1971.

1028.4 POLICY

As a highly visible public service agency, it is prudent to maintain a visual appearance that reflects professionalism at all times. It shall be the policy of Snohomish Regional Fire & Rescue that uniforms and work clothing is issued, worn, maintained, and surrendered in accordance with this policy and procedure 1028 Uniform Regulations.

1028.5 UNIFORM STANDARDS

This section outlines the specific requirements for attire worn by fire department personnel on duty, during training, and at official events.

1028.5.1 UNIFORM ENSEMBLES

Snohomish Regional Fire & Rescue utilizes the following uniform ensembles:

- **Class A Uniform:** Formal attire worn for ceremonial occasions, award ceremonies, public appearances, and any occasion authorized by the Fire Chief or his/her designee.
- **Class B Uniform:** Standard duty attire worn during prescribed hours for administrative tasks, fire inspections, community events, and public education activities.

Uniform Regulations

- Class C Uniform: Station wear for everyday use within the fire station, during training exercises not involving live fire, after-hours, and for non-public administrative duties.
- Casual Business Attire: Prescribed dress for Administrative Support Staff, Confidential and Exempt Administrative Staff.
- Shop and Logistics Attire: District issued uniform and protective components reserved for Logistics Technicians and Shop Mechanics.

Specific requirements are detailed in the Uniform Regulations procedure.

1028.5.2 ADDITIONAL STANDARDS

1. The District provides laundering appliances at all fire stations for employee use. All line personnel and officers that respond to emergencies shall utilize these appliances with sanitation capabilities for cleaning of uniforms ([WAC 296-305-02001\(4\)](#)).
2. All uniforms must be clean, wrinkle-free, and in good repair.
3. Uniforms must be properly sized and fit the wearer appropriately.
4. All authorized badges, insignia, and name tags must be worn as prescribed in the Uniform Regulations procedure.
5. Unauthorized alterations or additions to uniforms are not permitted.
 - Exception: Alterations authorized in the Uniform Regulations procedure.
6. Shift personnel must not wear any clothing that is determined to be unsafe due to poor thermal stability or poor flame resistance (fabrics that melt, drip, burn, stick to the skin) when engaged in or exposed to the hazards of structural firefighting. ([WAC 296-305-02001\(6.c\)](#))
 - This applies to all garments and undergarments that are not provided by the District.
 - Items shall be made from all or mostly cotton.

1028.6 RESPONSIBILITY

1. All members are responsible to abide by the affected provisions of the Uniform Regulations policy and procedure.
2. All District staff shall be subject to disciplinary action according to the District Table of Offenses and Penalties for lost items that pose a risk to the general safety and security of other District members or citizens at large.
 1. For example: lost badges or District I.D. cards.
3. Members are responsible for maintaining a compliment of no less than two (2) complete uniforms. When items become worn, damaged, or permanently soiled members shall utilize the Fire District Uniform Provider Web Portal to order replacements as soon as practicable.

1028.6.1 DISTRICT RESPONSIBILITY

Snohomish Regional Fire & Rescue shall:

Uniform Regulations

- Develop and maintain a uniform program and committee to ensure issued items meet current standards and District needs.
- Provide all "district issued" uniform elements to it's employees at no cost to the employee.
- Maintain laundering equipment and supplies at all fire stations for shift personnel (WAC 296-305-02001(4)).



SNOHOMISH COUNTY FIRE DISTRICT NO. 7 POLICY

POLICY NUMBER:	04
SECTION:	ADMINISTRATIVE POLICIES
TITLE:	ENTRANCE REQUIREMENTS FOR ALL PERSONNEL
EFFECTIVE DATE:	7/6/17
REVISION DATE(S):	

Snohomish County Fire District No. 7 is an Equal Opportunity Employer and actively encourages applications from all persons regardless of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, religion, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability— recognizing that certain minimum abilities are necessary to perform the essential duties for the specific job classification..

Procedures shall be established by the district and kept current. Such procedures will establish the minimum entrance requirements for all personnel and includes:

1. Age of applicant where specific regulatory or insurance requirements must be met.
2. Health requirements for specific job classifications.
3. Mental limitations for specific job classifications.
4. Physical limitations for specific job classifications.
5. A complete background investigation.
6. Any department, state or federal licensing requirement.

Every applicant shall be given a written outline of all entrance requirements at the time of application.

The district will make reasonable accommodations for any applicant who requests such accommodation based on a medical condition, and will facilitate requirements established under the Americans with Disabilities Act (ADA).

The Fire Chief or designee shall review all applications and make final decisions of appointment.

Every applicant shall have an opportunity to appeal a decision rejecting their application when they feel that they were denied equal opportunity to apply and be considered for any position where they demonstrated they met the entrance requirements.

All appeals shall come before the Board of Fire Commissioners at the first regular scheduled public meeting after an appeal has been filed. The Board will investigate all complaints of Equal Employment Opportunity (EEO) violations and take any necessary action. Applicants will be notified in writing of any decision reached by the Board of Fire Commissioners regarding EEO appeals.

**REVISED AND ADOPTED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS,
SNOHOMISH COUNTY FIRE DISTRICT NO. 7 THIS 6th DAY OF JULY, 2017.**



Randy Fay, Commissioner



Marc Inman, Commissioner



Jeff Schaub, Commissioner



Dean Schwartz, Commissioner



SNOHOMISH COUNTY FIRE DISTRICT NO. 7 POLICY

POLICY NUMBER:	1-04
SECTION:	ADMINISTRATIVE POLICIES
TITLE:	ENTRANCE REQUIREMENTS FOR ALL PERSONNEL
EFFECTIVE DATE:	7/6/17
REVISION DATE(S):	

Bill Snyder, Commissioner

Roy Waugh, Commissioner

Leslie Wells, Commissioner

Shauna Willner, Commissioner

Randy Woolery, Commissioner



SNOHOMISH COUNTY FIRE DISTRICT NO. 7 POLICY

POLICY NUMBER:	22
SECTION:	ADMINISTRATIVE POLICIES
TITLE:	RESPONSE TO REQUESTS FOR ASSISTANCE
EFFECTIVE DATE:	5-2-17
REVISION DATE(S):	4-4-17, 5-23-02

POLICY STATEMENT:

It shall be the policy of Snohomish County Fire District 7 to maintain a state of readiness to meet the fire, disaster, and emergency medical incidents.

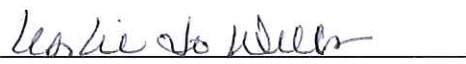
The district shall establish, maintain and follow standard response procedures to ensure that an adequate compliment of personnel and equipment are deployed to meet emergency response needs.

ADOPTED AND REVISED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS, SNOHOMISH COUNTY FIRE DISTRICT 7 THIS 2nd DAY OF MAY, 2017.


Randy Fay, Commissioner


Jeff Schaub, Commissioner

William Snyder, Commissioner


Leslie Wells, Commissioner


Randy Woolery, Commissioner



Marc Inman, Commissioner


Dean Schwartz, Commissioner


Roy Waugh, Commissioner


Shauna Willner, Commissioner



	
SNOHOMISH COUNTY FIRE DISTRICT NO. 7 POLICY	
POLICY NUMBER:	<i>49</i>
SECTION:	<i>ADMINISTRATIVE POLICIES</i>
TITLE:	<i>AUTOMOBILE USAGE</i>
EFFECTIVE DATE:	<i>1/2/18</i>
REVISION DATE(S):	<i>8/8/02</i>

POLICY STATEMENT:

It is the policy of the District to provide vehicles for business use, to allow employees to drive on District business, and to reimburse employees for business use of personal vehicles according to the guidelines below.

Employees may not drive District owned vehicles for District business without the prior approval of the District. Before approving a driver, the District must check the employee's driving record, verify the existence of a valid driver's license, and make sure the employee is eligible for coverage under any applicable District insurance.

Employees holding jobs designated as requiring regular driving for business as a condition of employment must be able to meet the driver approval standards of this policy at all times. In addition, such employees must inform their supervisors of any changes that may affect their ability to meet the standards of this policy.

District vehicles will be assigned to those individuals who have demonstrated a continuing need for them. Additional vehicles are for use as needed. Rental cars also may be used by employees traveling out-of-town on District business, subject to District approval.

Employees who need transportation in the course of their normal work may be assigned a District vehicle for their use. When no District vehicles are available, employees may use their own vehicles for business purposes, but only with the prior approval of their supervisor.

Employees who drive a vehicle on District business must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. Drivers also must make sure that the vehicle meets any District or legal standards for insurance, maintenance, and drivability. Employees are responsible for any driving infractions or fines as a result of their driving.

Employees are not permitted, under any circumstances, to operate a District vehicle, or a personal vehicle for District business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.

Employees may use District vehicles for non-business purposes only with the prior approval of the Fire Chief or designee. Additionally, employees must keep in mind that they are under close scrutiny by the public when they are operating a District vehicle. Employees are prohibited from stopping at or frequenting a business or location that would adversely affect or reflect unfavorably upon the District.

Employees driving on District business may claim reimbursement for parking fees and tolls incurred. In addition, employees driving District vehicles may claim reimbursement for gasoline and other expenses directly incurred for business purposes. All requests for reimbursement must be approved by the District. Outside of an emergency situation or event, any driving infraction

and/or parking ticket is the sole responsibility of the employee regardless of whether they are driving a personal or District vehicle.

Employees who use their personal vehicle for approved business purposes will receive mileage reimbursement as approved by resolution of the Board of Fire Commissioners. This allowance is to compensate for the cost of gasoline, oil, depreciation, and insurance.

Employees must report any accident, theft, or damage involving a District vehicle or a personal vehicle used on District business to their supervisor. Such reports must be made as soon as possible, but no later than twenty-four (24) hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident and act in accordance with Safety Procedure 7-07, Accident Investigation and Reporting.


**ADOPTED AND REVISED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS,
SNOHOMISH COUNTY FIRE DISTRICT 7 THIS 2nd DAY OF JANUARY, 2018.**



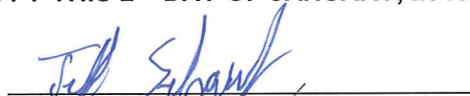
Randy Fay, Commissioner



William Snyder, Commissioner




Leslie Wells, Commissioner



Jeff Schaub, Commissioner



Roy Waugh, Commissioner



Randy Woolery, Commissioner



SNOHOMISH REGIONAL FIRE AND RESCUE POLICY

POLICY NUMBER:	1-68
SECTION:	ADMINISTRATIVE POLICIES
TITLE:	WASHINGTON PAID FAMILY AND MEDICAL LEAVE
EFFECTIVE DATE:	10/16/2018
REVISION DATE(S):	12/08/2022

1.0 PURPOSE:

- 1.1 To establish a policy consistent with Washington's Paid Family and Medical Leave program.

2.0 PERSONNEL AFFECTED:

- 2.1 All District personnel.

3.0 REFERENCES:

- 3.1 Title 50A RCW
3.2 Title 192 WAC

4.0 RESPONSIBILITY:

The Fire Chief or designee(s) shall be responsible for the administration of the District's obligations under the Washington Paid Family and Medical Leave program and this policy. Procedures shall be developed and maintained which shall outline the administrative and benefit requirements that are to be met.

5.0 POLICY STATEMENT:

It shall be the policy of the District to comply with the Paid Family and Medical Leave program as set forth by state law. The District shall comply with all administrative requirements including, but not limited to, as it relates to providing notice to employees, maintaining health benefits, processing supplemental leave, and facilitating a return to work, as set forth by state law or District procedures.

**ADOPTED AT A MEETING OF THE BOARD OF FIRE COMMISSIONERS
SNOHOMISH REGIONAL FIRE AND RESCUE THIS 8TH DAY OF DECEMBER, 2022.**

DocuSigned by:

Troy Elmore

Troy Elmore, Commissioner

Roy Waugh, Commissioner


Randy Fay, Commissioner

Jeff Schaub, Commissioner



SNOHOMISH REGIONAL FIRE AND RESCUE POLICY

POLICY NUMBER:	1-68
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EFFECTIVE DATE:	10/16/2018
REVISION DATE(S):	12/08/2022

 Paul Gagnon, Commissioner


 Rick Edwards, Commissioner



 Jim Steinruck, Commissioner



Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name: Station 31 Shop Remodel- GenCap Construction																												
Executive member responsible for guiding the initiative: DC Rasmussen																												
Type of Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution																											
Initiative Description: <ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • If Financial: Reason RAB must be approved outside of the annual budget process 	This initiative is to contract with GenCap Construction for the Station 31 Shop Remodel Project as the responsible low bidder. See attached: <ul style="list-style-type: none"> • Contract Documents • Bid Tabulation • Estimated Cost Sheets • Asbestos removal Quote Contract Documents have been reviewed by Legal and OAC.																											
Financial Impact:	Expense: <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> N/A Revenue: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> N/A Total amount of initiative (attach amount breakdown if applicable): \$ Initial amount: \$ \$3,947,128.00 Long-term annual amount(s): \$																											
<table border="1"> <tr> <td>Bid Price</td> <td>GenCap Base Bid</td> <td>\$2,230,000.00</td> </tr> <tr> <td>Bid Alt #1</td> <td>Carport/Vehicle Storage</td> <td>\$227,000.00</td> </tr> <tr> <td>Bid Alt #2</td> <td>Re-Roof Station 31</td> <td>\$782,000.00</td> </tr> <tr> <td>Roof- Asbestos Abatement</td> <td>Abatement of roof paint</td> <td>\$50,000.00</td> </tr> <tr> <td>Total Pre-Tax</td> <td></td> <td>\$3,289,000.00</td> </tr> <tr> <td>Tax</td> <td></td> <td>\$299,299.00</td> </tr> <tr> <td>10% Do not exceed</td> <td>Cover any CO/unforeseen costs</td> <td>\$358,829.00</td> </tr> <tr> <td></td> <td style="text-align: right;">Total</td> <td>\$3,947,128.00</td> </tr> <tr> <td>Original Cost Estimation</td> <td>\$3,656,495.00</td> <td>Difference of \$290,633</td> </tr> </table>		Bid Price	GenCap Base Bid	\$2,230,000.00	Bid Alt #1	Carport/Vehicle Storage	\$227,000.00	Bid Alt #2	Re-Roof Station 31	\$782,000.00	Roof- Asbestos Abatement	Abatement of roof paint	\$50,000.00	Total Pre-Tax		\$3,289,000.00	Tax		\$299,299.00	10% Do not exceed	Cover any CO/unforeseen costs	\$358,829.00		Total	\$3,947,128.00	Original Cost Estimation	\$3,656,495.00	Difference of \$290,633
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Currently Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ Budget Amendment Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ • If yes: Fund(s)/line item(s) to be amended:	
Risk Assessment:	Risk if approved: Risk if not approved:
Legal Review:	<input type="checkbox"/> Initiative conforms with District policy/procedure number (attach): <input checked="" type="checkbox"/> Initiatives that require legal review (contracts, other initiatives): <ul style="list-style-type: none"> • Contracts • Has been reviewed and approved by legal • Includes all costs • Includes term • Includes 'do not exceed' language <input type="checkbox"/> N/A
Presented to, and Approved by, Senior Staff	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Sub-Committee Approval	Initiative presented to commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No Approved by commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A: <input type="checkbox"/>
For Fire Chief Approval:	<input type="checkbox"/> RAB document complete <input type="checkbox"/> Supporting documentation attached <input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Support (Mindy Leber) <i>Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution</i> <i>Fire Chief will coordinate with Senior Staff for RAB introduction</i>
RAB Executive: Confirmed email sent to Board by Fire Chief	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board of Fire Commissioners	RAB initiatives go through the following process: <ol style="list-style-type: none"> 1. Senior Staff approval to move forward to a committee/board 2. Initiatives are introduced to the appropriate committee for review

3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item
 - The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes)
4. At a second commissioner meeting, initiatives may be assigned as an action item for approval

Execution:

It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Snohomish Regional Fire & Rescue – Station 31
163 Village Court
Monroe, WA 98272

THE OWNER:

(Name, legal status and address)

Snohomish Regional Fire & Rescue
163 Village Court
Monroe, WA 98272

THE ARCHITECT:

(Name, legal status and address)

Rice Fergus Miller, Inc.
275 Fifth Street, Suite 100
Bremerton, WA 98337

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.



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User Notes:

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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 Basic Definitions****§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract together with the performance bond and payment bond, represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) except as may be expressly provided in the agreement between the Owner and the Architect, between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction described in the Agreement of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

Intentionally Deleted

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of a conflict or inconsistency in or among the Contract Documents, or between the Contract Documents and applicable codes in effect at the time the Contract Sum bid is negotiated, the Contractor shall, unless directed

otherwise in writing by the Owner, provide the greatest quantity, highest quality, highest degree of safety, and most stringent material, equipment or Work.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have authority to represent the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means Snohomish Regional Fire and Rescue or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.1.3 Owner will designate an authorized representative ("Owner's Representative"). The Owner's Representative shall be the Owner's principal contact with the Contractor, and all communications from the Contractor to the Owner shall be made to the Owner's Representative. The Contractor acknowledges that no other employee, officer, or agent of the Owner has any authority to receive communications or notices from the Contractor or to make any representations, statements, or agreements on behalf of the Owner. The Owner may replace Owner's Representative at its sole discretion or appoint an interim representative in the event Owner's Representative is unavailable. The Owner shall promptly notify the Contractor in writing of any such replacement or interim appointment.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's payment obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants,

sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor should assume that the exact locations of any underground or hidden utilities, plumbing and electrical runs may be somewhat different from the location indicated in the surveys or Contract Documents and shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall call for utility locates (811 or such number as may be appropriate for the site location) prior to any digging and shall notify the Owner of any conflicts 48 hours prior to excavation.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and necessary to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such deficiencies with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express

authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor shall be and operate as an independent Contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work indemnifying the Owner from employee related costs and expenses. The Contractor shall not be authorized to enter into any agreements of undertakings for or on behalf of the Owner or to act or be an agent or employee of the Owner.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. Any errors, inconsistencies or omissions discovered by or made known to the Contractor shall be reported promptly to the Architect and the Owner as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. At no charge to the Contract Sum or Contract Time, the Owner may provide written notice requiring the Contractor to remove from the Work and employee or other person carrying out the Contract the Owner considers objectionable.

§ 3.4.4 Pursuant to Chapter 39.12, RCW "Prevailing Wages on Public Works" no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is attached to the executed contract and made part of the Contract Documents by the reference as though fullest forth herein. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data should be addressed to the Industrial Statistician upon request.

Mailing Address: Department of Labor & Industries
ESAC Division
PO Box 44540
Olympia, WA 98504
Telephone 360-902-5335

§ 3.4.4.1 Pursuant to RCW 39.12.060, in any case any dispute arises as to what are the prevailing rates or wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state, and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

§ 3.4.4.2 The Contractor shall indemnify and hold Owner harmless, including attorney's fees, from any violation or alleged violation of Chapter 39.12, RCW, by the Contractor or Subcontractor of any tier.

§ 3.4.4.3 The Contractor shall comply with all applicable provisions of Chapter 49.28, RCW, "Hours of Labor"

§ 3.4.4.4 Pursuant to Chapter 49.70, RCW, "Worker and Community Right to Know Act," and WAC 296 843 et seq. the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of the Contractor or any Subcontractor of any tier at the Project Site. Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

§ 3.4.5 The Contractor shall perform such detailed examination inspection and quality surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with the Contract Document, including

the latest issues of the Drawings and Specifications. The Contractor shall be responsible for examination, inspections and quality surveillance of all Work performed by any Subcontractor or any tier. The Contractor shall determine when it is necessary to perform, and shall perform tests (in addition to those requested by the Owner or required by the Specification or any other provision of the Contract Documents) to verify its inspections or to ensure that the Work is being completed in strict accordance with the Contract Documents.

§ 3.4.6 The Contractor shall plan and lay out all Work in advance of operations so as to coordinate all Work without delay or revision. The Contractor shall establish and maintain existing lot lines, restriction and benchmarks. The Contractor shall establish and maintain all other lines, levels and benchmarks necessary for the execution of Work and take necessary steps to prevent their dislocation or destruction.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor shall not be relieved of its general warranty obligations by the specification of a particular product in the Contract Documents. Warranties in the Contract Document shall survive completion acceptance and final payment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for correction of such Work and shall bear the costs losses and expenses attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall

promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner or Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner or Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 Unless otherwise agreed in writing, the Contractor shall use an experienced Superintendent, who shall be present not less than eight hours per day, five days a week unless the job is closed down due to legal holiday, a general strike, conditions beyond control of the Contractor, or termination of the Contract in accordance with the Contract Documents, or Final Completion is attained. The Superintendent shall not be changed without the approval of the Owner, nor shall the Superintendent be employed on any other project not involving the Owner during the course of the Work.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to

completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has, with prior written approval by the Owner, given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.1 The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all Work and materials against damage by dampness and cold, to dry out the Work, and to facilitate the completion of the Work.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The

Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, and walks, that are damaged or removed due to excavations or other construction work, shall be patched, repaired or replaced by the Contractor to the satisfaction of the Architect, the Owner of such structures and facilities, and governmental authorities having jurisdiction. In the event the governmental authorities require that the repairing and patching be done with their own labor and/or materials, the Contractor shall abide by such regulations and shall pay for such Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for the loss unless the information or belief is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, direct or indirect, or consequential including but not limited to design profession fees, attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Indemnitee and their consultants under Title 51 RCW "Industrial Insurance" to, but only to, the extent necessary to Indemnify Indemnitee. IF THE CONTRACTOR DOES NOT AGREE WITH THE WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE OWNER PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.

§ 3.18.3 To the extent of the Indemnitor's negligence, the Contractor will indemnify Indemnitee for the concurrent negligence of the Indemnitor. The Contractor agrees to being added by the Indemnitee as a party to any arbitration or litigation with third parties in which the Indemnitee alleges indemnification or contribution from the Indemnitor,

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anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable. The Contractor agrees to include in all subcontracts that its subcontractors of any tier stipulate and agree to indemnify Indemnitee, and Contractor shall indemnify and hold harmless Indemnitee from any liability attributable to a Subcontractor's failure to so stipulate and agree. To the extent any portion of this indemnification provision is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment and, with the Owner's concurrence, from time to time during the one year period for correction of Work described in the Contract Documents and, with Owner's concurrence, during the one year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified in writing in accordance with other provisions in the Contract.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed by the Owner and the Architect (1) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine if the Work is being performed in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Work as provided in Section 4.2.2 and on the data comprising the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents and will reject such Work when it is observed. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect

to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and , with prior approval of the Owner, order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will initially interpret and make recommendations on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.12 Initial interpretations and recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Within ten (10) dates after issuance of the Notice to Proceed, the Contractor, furnish in writing to the Owner through the Architect the names of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design consistent with the listing required with the Bid. If the Agreement is executed, no progress payment will become due until this information is so furnished. No action or inaction of the Owner or Architect in response to receipt of the names of the proposed Subcontractors of any tier shall constitute approval of any Subcontractor of any tier or its performance. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. If the Owner reasonably concluded that a proposed Subcontractor has materially failed to perform in a satisfactory manor (such as causing a material delay) on one or more projects within three years of the bidding date that a proposed Subcontractor is otherwise not responsible as defined in the Contract Documents, the Contractor shall replace the Subcontractor at no cost to the Owner. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work or compliance with all of the requirements of the Contract Documents within the Contract Sum and Time.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. An objection that a proposed Subcontractor of any tier is different from any entity listed with the bid shall be deemed a reasonable objection. If the Owner reasonably concludes that any portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, remove the Subcontractor of any tier performing such Work. Such a removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all of the requirements of the Contract within the Contract Sum and Time.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier, including any suppliers of early procurement items and any Assigned Subcontractors. No subcontracting of any of the Work in accordance with the Contract Documents relieves Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract Documents.

§ 5.3.2 The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them, as for the acts or omissions of persons directly employed by the Contractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under a bond or bonds relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes (1) all of the Contractor's rights, and (2) the Contractor's obligations for payment for future performance, under the subcontract; provided however, that the Owner does not assume any obligation under the subcontract for any amounts owed by the Contractor under the subcontract at the time of terminations of the Contract by the Owner as provided in Section 5.4.1.1.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost, if any, resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract. as, and when, assigned, but to no greater extent.

§ 5.5 LIENS

§ 5.5.1 The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, material or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors of any tier) the Contractor shall furnish to the Owner such releases of claims and other documents as may be requested by the Owner from time to time to evidence such payment (and discharge).

§ 5.5.2 The Contractor shall defend, indemnify, and hold harmless the Owner from any liens, or the costs associated with the removal thereof including all expenses and Architect's and Attorney's fees.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction

schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and reasonably allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may, subject to the Owner's prior approval, be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 A "minor change in Work" referenced above is a change which has no direct or indirect effect upon the Contract Sum or Contract Time and includes, but is not limited to, a supplemental instruction.

§ 7.1.5 Before effectuating a change in the Work, the Owner may request the Contractor to propose the amount of change in the Contract Sum, if any, and the amount of change in the Contract Time, if any, arising from a proposed

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change in the Work. The Contractor shall submit its responsive proposal within no more than 14 days and shall in good faith specify the components and amounts by which the Contract Sum and/or Time would change. If the Contractor fails to respond within this time, the Owner may withhold some or all of a Progressive payment otherwise due until the tardy proposal is received. The Owner may accept the proposal in writing, in which case it will be included in a future change order, and change in the Work may commence immediately. The Owner may reject the proposal, in which case the Owner may either not effectuate the change or may order the change through a Construction Change Directive or Supplemental Instruction or an order for a minor change in Work.

§ 7.1.6 The Contractor shall, throughout the course of the work, maintain a set of as-built construction plans which are updated at least monthly to identify all changes in the construction work. The plans shall incorporate all changes, including but not limited to changes or substitutions due to Change Orders, Construction Change Directives, orders for minor changes in work, and details clarified by requests for information, supplemental instructions or based upon approved shop drawings. The plans shall be maintained at the site and shall be available during normal working hours for review by the Architect and Owner. A copy of the final as-built plans shall be verified by the Architect as complete and accurate and two reproducible copies shall be provided to the Owner following completion of the Work and prior to the release of Final Payment.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved as soon as possible, and no later than within seven (7) days of receipt, the Contractor shall advise the Architect in writing of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor's notice shall reasonably specify the reasons for its disagreements and the amount or other terms that it proposes. Without such timely written notice, the Contractor shall conclusively be deemed to have accepted the Owner's adjustments. The Contractor's disagreements shall in no way relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner or Architect. The adjustment shall then be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, in strict accordance with this Paragraph and other applicable provisions of the Contract Documents.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 PRICING COMPONENTS

§ 7.5.1 The total costs of any changed work or of any Claim for an increase or decrease in the Contract Sum shall be limited to the following components:

§ 7.5.1.1 **DIRECT LABOR COSTS:** These are the labor costs determined by either the estimated or actual number of additional craft hours and the hourly cost necessary for labor, apprentices, journeymen, and foremen to perform directly the change in the Work on Site.

The hourly cost shall be based on the following: (1) Basic Wages: the hourly wage for labor, apprentices, journeymen and foremen performing and/or directly supervising the changed Work on the site specified in the applicable "Intent to Pay Prevailing Wages."

§ 7.5.1.2 DIRECT MATERIAL COSTS: This is an itemization, including material invoices, of the quantity and cost of additional materials necessary to perform the change in the Work. These costs shall be by the unit cost of additional materials necessary to perform the change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Architect.

§ 7.5.1.3 CONSTRUCTION EQUIPMENT USAGE COSTS: This is an itemization of the actual length of time construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental costs as established by the lower of the prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose California, or the actual rate paid as evidenced by the rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work. If more than one rate in The Rental Blue Book is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the Change in Work are the maximum rates allowable for the equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use on the Work shall be 50% of the rate established.

If equipment is required for which a rental rate is not established by the Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Architect prior to performing the Work.

§ 7.5.1.4 COST OF CHANGE IN INSURANCE OR BOND PREMIUM: This is defined as:

- .1 Contractors' liability insurance: The cost (expressed as a percentage) of any changes in the contractor's liability insurance arising directly from the changed Work; and
- .2 Public Work bond: The cost (expressed as a percentage) of the change in the Contract's premium for the Contractor's performance and payment bond arising directly from the changed Work.

Upon request, the Contractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred.

§ 7.5.1.5 SUBCONTRACTOR COSTS: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. Cost of Work shall be determined in the same manner as prescribed in the Subparagraph 7.5.

§ 7.5.1.6 FEE: This is an allowance for all combined overhead, profit and other costs, including all office, home office, and site overhead (including project manager, project engineer, and superintendent's time) taxes (except sales tax), safety costs and small or hand tools, and includes acceleration and impact cost of any kind, added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project.

It shall be limited in all cases to the following schedule:

- .1 The Contractor shall receive 10% of the cost of any material supplied or work performed by the Contractor's own forces.
- .2 The Contractor shall receive 8% of the amount owed directly to a Subcontractor for materials supplied or work performed by that Subcontractor.
- .3 Each Subcontractor (including lower tier subcontractors involved) shall receive 10% of the cost of any material supplied of Work performed by its own forces.
- .4 Each Subcontractor of any tier shall receive 8% of the amount it owes of materials supplied or Work performed by its suppliers or subcontractors or any lower tier.
- .5 The cost for which this Fee is to be applied shall be determined in accordance with subparagraphs 7.5.1 through 7.5.5

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no fee will be added to the negative figure as a further deduction.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 **THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE OWNER.** The Owner will incur serious and substantial special, incidental and consequential damages if Completion of the Work does not occur within the Contract Time; however, it would be difficult if not impossible to determine the amount of such damages, which could include, for example, personnel and overtime costs, transportation costs, design fees, governmental fees, storage costs, rental and lost opportunities. Consequently, provisions for liquidated damages as a reasonable estimate of loss are included in the Contract Documents. The Owner's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy.

Add New Section: § 8.2.5 The provisions in the Contract for liquidated damages are intended to be in lieu of the liability of the Contractor for special, incidental and consequential damages (such as cost of capital and loss profits, use, and revenue) sustained by the Owner but shall not relieve or release the Contractor from liability for any and all damage or damages suffered by the Owner due to other breaches of the Contract or suffered by separate contractors.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is materially delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor employed by the Owner; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; or (4) by delay authorized by the Owner pending mediation and binding dispute resolution; justify delay, then the Contract Time shall be extended for such reasonable time.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. The Contractor shall not recover damages or an increase in the Contract Sum or Contract Time from the Owner unless (1) the delay in performance was unreasonable, and (2) the Owner's own actions or inactions were the actual, substantial cause of the delay, and (3) the Contractor could not have reasonably avoided the delay by the exercise of due diligence.

ARTICLE 9 PAYMENTS AND COMPLETION**§ 9.1 Contract Sum**

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and the Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, when, and only when, approved by the Owner and the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect or Owner may require, and unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 RETAINAGE

Pursuant to Chapter 60.28, RCW, "Lien for Labor, materials, Taxed on Public Work," The Owner will reserve 5% retainage from the monies the Contractor earns on estimates during the progress of the Work, to be retained as a trust fund for the protection and payment of the claims of any person arising under the Contract and the State with respect to taxes imposed pursuant to Title 82 RCW, "Excise Taxes," which may be due from the Contractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect will withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount, if any, for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents.
- .8 delay by the Contractor and/or its Subcontractor(s) of any tier, or failure to comply with the Contractor's Construction Schedule documents.
- .9 failure to submit affidavits pertaining to wages paid as required by statute.
- .10 failure to comply with a requirement of the Contract Documents in which the Owner has reserved the right to withhold payment; or
- .11 liquidated damages.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.5 Pursuant to Chapter 39.12, RCW, "Prevailing Wages on Public Works," the Contractor will not receive any payment until the Contractor and all Subcontractors of any tier have submitted a "Statement of Intent to Pay Prevailing Wage" to the Owner. The Statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. The statements must include the Contractor's registration number, the number of workers in each trade classification, and the applicable prevailing wage rates. The Contractor agrees to provide each Subcontractor of any tier with a schedule of applicable prevailing wage rates. The Contractor and the respective Subcontractors of any tier shall pay all fees required by the Department of Labor and Industries, including fees for the approval of "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs incurred for shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall reduce the r withheld, if and as provided elsewhere in the Contract Documents. Any claims not so attached and identified, other than retainage and the undisputed balance of the Contract Sum, shall be deemed waived and abandoned. If the Owner or Architect determines the Work or designated portion is not substantially complete, the Contractor shall expeditiously complete the Work or designated portion, again request an inspection, and pay the costs associated with the reinspections, including fees of the Architect and consultants of the Architect and Owner.

§ 9.8.6 Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of

the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. If at 30 days after the Date of Substantial Completion, the Owner considers that the punchlist of items are unlikely to be completed within 30 days of Substantial Completion, the Owner may, upon seven (7) days written notice to the Contractor, terminate the Contractor's work on some or all of the punchlist items and take over and perform those punchlist items. The Owner shall deduct the actual cost of performing this punchlist work, including any design costs, plus 10% to account for the Owner's transaction costs from the Contract Sum.

If the Architect determines that some or all of the punchlist items are not completed, the Contractor shall be responsible to the Owner for all costs, including reinspections fees, for any subsequent Architect inspection to determine compliance with the punchlist. When the Architect finds all punchlist items complete (or the Owner has agreed to accept a deposit from the Contractor to secure future completion of designated punchlist items), the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly notify the Owner and the Contractor in writing to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees: (7) pursuant to 39.12.040, RCW, and "Affidavit of Wages Paid" from the Contractor and from each Subcontractor of any tier certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor of any tier (8) pursuant to RCW 60.28.020, a certificate from the Department of Revenue, pursuant to Chapter 50.24, RCW a certificate from the Department of Employment Security, and a certificate from the Department of Labor and Industries (9) Certification that the materials in the Work are "lead-free" and "asbestos-free," and (10) all warranties, guarantees, manuals, operation instructions, certificates, spare parts, maintenance stock, specified excess, material, as-built drawings and other documents or items required by the Contract Documents.

§ 9.10.2.1 Pursuant to Chapter 60.28, RCW, Completion of the Contract Work shall occur upon Final Acceptance.

§ 9.10.2.2 If a Subcontractor of any tier refuses to furnish a release of waiver required by the Owner, the Owner may (a) retain the fund, account, or escrow funds such amount as to defray the cost of foreclosing the liens of such claims and to pay attorney's fees, the total of which shall be no less than 150% of the claimed amount or (b) accept a bond from the Contractor, satisfactory to the Owner, to indemnify the Owner against any such a lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

§ 9.10.2.3 Lien Notices shall be delivered to Owner and a copy shall be submitted to the Architect.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner and in the event of an objection, the specific reasons therefore. If either the Contractor or Architect has a reasonable objection to a person or entity proposed by the Owner, and fully complies with the preceding sentence, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. If the absence of the material or substance is verified, Work shall resume without adjustment to the Contract Time or the Contract Sum. If the presence of the material or substance is verified then, when the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum, if appropriate, shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

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(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, or breach of relevant provisions of the Contract Documents, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon

receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or the Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work promptly during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5. The Owner may without further notice, proceed to correct the Work, the Owner may dispose of materials and equipment as it sees fit, and the Contractor will be liable for all costs.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. The Contractor's sole remedy for claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or breach thereof, except which have been waived under the terms of the Contract Documents, however, is the dispute resolution procedure of Article 15.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 If any portion of this Contract is held to be void or unenforceable, the remainder of the Contract shall be enforceable without such portion.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.4.7 If the Owner is responsible under the Contract Documents, law or regulation to pay only for an inspection of any inspector, consultant or Architect, the Owner shall be required to pay only for the first actual inspection. If the Contractor arranges for an inspection and the inspector is required to wait, to leave without inspecting, to perform a partial inspection, to return to complete or reinspect, or otherwise to expend time other than for the primary inspection, the Contractor shall be responsible for all such costs. If the Contractor does not pay the charges for which it is responsible within 30 days of billing, the Owner may pay the charges directly and back charge the Contractor on the next progress payment the amount paid plus 10% handling fee.

§ 13.4.8 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failures to inspect or test by the Owner, the Owners representatives, the Architect or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality, or the ease of its discovery.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest as specified by RCW 39.76, "Interest on Unpaid Public Contracts."

§ 13.6 STATUTES

The Contactor shall abide by the provisions of all Washington Statutes. Although a number of statutes are referenced in the Contract Documents, it is not meant to be a complete list and should not be relied upon as such.

§ 13.7 CONTRACTOR REGISTRATION

Pursuant to Chapter 39.06, RCW, "Registration, Licensing of Contractors," the Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to Chapter 18.27, RCW, "Registration of Contractors."

§ 13.8 LAW AGAINST DISCRIMINATION

The Contractor shall comply with pertinent statutory provisions relating to public works of Chapter 49.60, RCW, "Discrimination."

§ 13.9 PROVISIONS FOR AGED AND HANDICAPPED PERSONS

The Contactor shall comply with pertinent statutory provisions relating to public works or RCW, 70.92, "Provisions in Buildings for Aged and Handicapped Persons," and the Americans with Disabilities Act.

§ 13.10 SAFETY STANDARDS

The Contactor shall comply with pertinent statutory provisions relating to public works of Chapter 49.17, RCW, "Washington Industrial Safety and Health Act," and Chapter 296-155 WAC, "Safety Standards for Construction Work."

§ 13.11 UNEMPLOYMENT COMPENSATION

Pursuant to Chapter 50.24, RCW, "Contributions by Employers," in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the commissioner.

§ 13.12 DRUG-FREE WORKPLACE

§ 13.12.1 The Contactor and all Subcontractors of any tier shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-free Workplace Act of 1988.

§ 13.12.2 Any person not fit for duty for any reason, including use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**§ 14.1 Termination by the Contractor**

§ 14.1.1 The Contractor may terminate the Contract if all of the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .3 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed, and for payment of costs directly related to Work thereafter performed by the Contractor in terminating the Contract, including reasonable demobilization and cancellation charges and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead and profit.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional written days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may upon seven days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for cause, including but not limited to the following circumstances. The Contractor shall continue the performance of this Contract to the extent not terminated hereunder:

- .1 The Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time.
- .2 The Contractor is in material default of or materially breaches any provision of this contract.

- .3 The Contractor is adjusted bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency.
- .4 The Contractor refuses or fails to supply a sufficient number of properly skilled workers or proper materials.
- .5 The Contractor fails to make prompt payment due to Subcontractors of any tier for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; or
- .6 The Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction.

§ 14.2.2

When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, and may, subject to any prior rights of the surety take actions described in Section 14.4.1:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor an accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 If, after the Contractor has been terminated pursuant to this paragraph, it is determined that none of the circumstances set forth in Subparagraph 14.2.1 exists, then such termination shall be considered a termination for convenience pursuant to Paragraph 14.4.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2

Unless directed otherwise by the Owner or Architect, upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 stop Work under the Contract on the date and as specified in the Notice of Termination.
- .2 place no further orders or subcontracts for materials, equipment, services or facilities, except as maybe necessary for completion of any portion of Work that is not terminated.
- .3 process cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated.

.4 assign to the Owner all of the right, title, and interest of the Contractor under any or all orders and subcontracts, as directed by the Owner, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

.5 with the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner.

.6 transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, material parts, tools, dies, jigs, and other fixtures completed Work, supplies and other materials produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work.

.7 use its best efforts to sell any property of the types referred to in Subparagraph 14.4.2.6. The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or process approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor.

.8 take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to the Contract in the possession of the Contractor in which the Owner has an interest.

.9 continue performance only to the extent not terminated.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

§ 14.4.4 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

.1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the contract.

.2 any claim which the Owner may have against the Contractor.

.3 an amount necessary to protect the Owner against outstanding or potential liens or claims; and

.4 the agreed price for or the proceeds of sale of any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of Subparagraph 14.4.2.7, and not otherwise recovered by or credited to the Owner.

§ 14.4.5 If the termination pursuant to Paragraph 14.3 is partial, the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract. Any claim by the Contractor for an equitable adjustment under this Subparagraph must be asserted within 60 days from the effective date of the Termination.

§ 14.4.6 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under Paragraph 14.3.

§ 14.4.7 The damages and relief from termination by the Owner specifically provided in Article 14 shall be the Contractor's sole entitlement in the event of termination.

§ 14.4.8 Upon a determination by a court of competent jurisdiction that termination of the Contract pursuant to Section 14.2 was wrongful or otherwise improper, such termination shall be deemed a termination for convenience pursuant to Section 14.4 and the provisions of Section 14.4.2, as modified herein, shall apply.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim. A notice of a potential or conditional future claim does not constitute a claim; all claims must state facts which specify the basis and amount of the claim and the nature of the issue in dispute. Claims must include information and substantiation required by the Contract Documents. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Architect and shall be expressly stated to be a Claim under this Section 15.1.3.1. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

(Paragraph deleted)

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Such notice shall include, to the extent then known by Contractor, full details and substantiating data to permit evaluation by the Owner and the Architect. If further, or other information subsequently becomes known to the Contractor, it shall be promptly furnished to the Owner and the Architect in writing. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 15.1.5.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, the Architect, or anyone acting on behalf of one or more of them, the Contractor is entitled only to an increase in the Contract Time (but not a change in the Contract Sum). If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of one or more of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions at the Project site were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction and that either the Work was on schedule (or not behind schedule through the fault of the contractor) at the time the adverse weather conditions occurred, or the adverse effect on the scheduled construction would have occurred whether or not the Work was on schedule..

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Recommendation

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Architect for initial recommendation.

§ 15.2.2 The Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) recommend rejecting the Claim in whole or in part, (3) recommend approval of the Claim, (4) recommend a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to make a recommendation.

§ 15.2.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished, or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will partake one of the last four (4) numbered actions contemplated in Section 15.2.2, in writing, stating the reasons therefore.

(Paragraphs deleted)

§ 15.3 MEDIATION

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Articles 9.10.4, 9.10.5 and 15.1.7, shall, after initial recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraph deleted)

§ 15.4 DISPUTE RESOLUTION

§ 15.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the County Superior Court in the County in which the Owner is located, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party in the arbitration, shall be entitled to its reasonable attorney fees and costs including expert witness fees.

(Paragraph deleted)

§ 15.4.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.4 Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the County Superior Court in the County in which the Owner is located. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

(Paragraphs deleted)

§ 15.4.5 Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

§ 15.4.6 CONSOLIDATION OR JOINDER

§ 15.4.6.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§15.4.6.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.6.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

AIA A101-2017
Snohomish Regional Fire and Rescue
GenCap Construction Corp
Exhibit A
Insurance and Bonds

Section 1. Contractor's Insurance.

The Contractor shall obtain the insurance described in this Exhibit. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated 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 liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the Public Entity, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the Public Entity, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Public Entity upon written request by the Contractor and written acceptance by the Public Entity. Any increased deductibles accepted by the Public Entity will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Public Entity has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Public Entity.

D. Minimum Amounts of Insurance

The Contractor 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, and \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. Public Entity Full Availability of Contractor Limits

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

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance

as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the Public Entity waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

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

J. Verification of Coverage

The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Public Entity a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

L. Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

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

Section 2. Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of contract sum
Performance Bond	100% of contract sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.



Snohomish Regional Fire and Rescue
Station 31
 Bid Opening: April 22, 2024 - 2:15 pm
 Location: Snohomish Regional Fire and Rescue Station 31
 163 Village Court Monroe, WA 98272

BID TABULATION

Bidder	Order Opened	Acknowledgment of Addendum (3) Total Issued (Y/N)	Base Bid (Lump Sum)	Trench Excavation Safety Provisions (Included in the Base Bid)	Alternate 1: Carport		Alternate 2: Re-Roof of Entire Existing Membrane Roof		Bid has Original Signature (Y/N)	Bidders Qualification Certificate Included (Y/N)	Bid Bond Included (Y/N)	Subcontractor List Included (if Base Bid + Alternate is \$1M or more. Spec Section 004336) (Y/N)	Base + Alt 1	Base + Alt 2	Base + Alt 1&2
					(Lump Sum)	(Add+/Subtract-)	(Lump Sum)	(Add+/Subtract-)							
Bayley Construction	3	Y	\$2,452,000.00		\$200,000.00	+	\$637,289.00	+					\$2,652,000.00	\$3,089,289.00	\$3,289,289.00
Cdk Construction Services	6	Y	\$ 2,557,600.00		\$226,000.00	+	\$759,000.00	+					\$2,783,600.00	\$3,316,600.00	\$3,542,600.00
Gencap Construction	5	Y	\$ 2,230,000.00	\$1,000.00	\$227,000.00	+	\$782,000.00	+	Y	Y			\$2,457,000.00	\$3,012,000.00	\$3,239,000.00
Kassel and Associates	2	Y	\$ 2,327,000.00		\$193,000.00	+	\$890,167.00	+					\$2,520,000.00	\$3,217,167.00	\$3,410,167.00
Klinge & Associates, Inc.	1	Y	\$2,727,191.00		\$283,711.00	+	\$831,101.00	+					\$3,010,902.00	\$3,558,292.00	\$3,842,003.00
Langsholt Contracting Inc.						+		+					\$0.00	\$0.00	\$0.00
Optimus Construction and Development						+		+					\$0.00	\$0.00	\$0.00
Trico Companies, LLC.	7	Y	\$2,863,726.00		\$133,975.00	+	\$640,776.00	+					\$2,997,701.00	\$3,504,502.00	\$3,638,477.00
Valdez Construction						+		+					\$0.00	\$0.00	\$0.00
Western Ventures	4	Y	\$2,876,000.00		\$230,000.00	+	\$830,000.00	+					\$3,106,000.00	\$3,706,000.00	\$3,936,000.00
Woodridge Construction LLC						+		+					\$0.00	\$0.00	\$0.00



**SNOHOMISH REGIONAL FIRE & RESCUE
FIRE STATION 31 ADDITION
MONROE, WA
CONSTRUCTION DOCUMENT/CHECK ESTIMATE**

**ESTIMATE ISSUE DATE: March 11, 2024
ESTIMATE REVISION: 1**

**Submitted To:
GUNNAR GLADICS
RICE FERGUS MILLER
275 FIFTH STREET, SUITE 100
BREMERTON, WA 98337**

CLARIFICATIONS AND ASSUMPTIONS

RC Cost Group Estimating Team:

Lead Estimator: Dan Cassidy
Managing Principal: Mark Richardson
QA/QC : John Perry

Exclusions from Construction Cost:

Cost for Temporary Facility
Removal of unforeseen underground obstructions
Hazardous Material Abatement
Phasing Premium

Assumption used in establishing the estimate:

The project will be procured utilizing the Design, Bid, Build Delivery Method
Open and competitive bidding among all proportions of the work
Construction Bid Date: 4/15/24
Escalation beyond April 2024 at 4.5% per Year

Items that may affect the cost estimate:

Modifications to the scope of work included in this estimate.
Special phasing requirements other than mentioned above.
Restrictive technical specifications or excessive contract conditions.
Any non-competitive bid situations.
Bids delayed beyond the projected schedule.

OVERALL SUMMARY CONSTRUCTION COST

	GFA	\$/SF	\$
Building	3,365 SF	694.61	2,337,362
Sitework			182,498
TOTAL CONSTRUCTION COST			2,519,861

Alternates:

Alt.1-Carport	1 LS		239,880
Alt.2-Replace Membrane Roof at Entire Building	1 LS		896,755

	CD Estimate	DD Estimate	Difference
Building	\$ 2,337,362	\$ 2,378,597	\$ (41,235)
Site work	\$ 182,498	\$ 200,676	\$ (18,178)
Construction cost	\$ 2,519,860	\$ 2,579,273	\$ (59,413)
Alt 1 (Carport)	\$ 239,880	\$ 222,640	\$ 17,240
Alt 2 (Re-Roof)	\$ 896,755	\$ 342,081	\$ 554,674
Alternate Total	\$ 1,136,635	\$ 564,721	\$ 571,914
Total with Alternates	\$ 3,656,495	\$ 3,143,994	\$ 512,501

(Table by HI)

BUILDING DATA

Building Area:

Area of work 3,365 SF

Total Gross Floor Area 3,365 SF

**SNOHOMISH REGIONAL FIRE & RESCUE
 FIRE STATION 31 ADDITION
 MONROE, WA
 CONSTRUCTION DOCUMENT/CHECK ESTIMATE
 BUILDING**

GROSS FLOOR AREA: 3,365 SF
 DATE: March 11, 2024



No.	ELEMENT DESCRIPTION	ELEMENT TOTAL	GROUP TOTAL	COST PER SF
A10	FOUNDATIONS	\$	165,711	\$ 49.25
A1010	Standard Foundation	\$ 112,746	\$	33.51
A1020	Special Foundation	\$ -	\$	-
A1030	Slab on grade	\$ 52,965	\$	15.74
A20	BASEMENT WALL CONSTRUCTION	\$	-	\$ -
A2010	Basement Excavation	\$ -	\$	-
A2020	Basement Wall Construction	\$ -	\$	-
B10	SUPERSTRUCTURE	\$	210,576	\$ 62.58
B1010	Floor & Roof Construction	\$ 210,576	\$	62.58
B20	EXTERIOR ENCLOSURE	\$	523,479	\$ 155.57
B2010	Exterior Walls	\$ 428,551	\$	127.36
B2020	Exterior Windows	\$ 22,528	\$	6.69
B2030	Exterior Doors	\$ 72,400	\$	21.52
B30	ROOFING	\$	155,084	\$ 46.09
B3010	Roofing	\$ 155,084	\$	46.09
C10	INTERIOR CONSTRUCTION	\$	46,589	\$ 13.85
C1010	Partitions	\$ 20,606	\$	6.12
C1020	Interior Doors	\$ 16,000	\$	4.75
C1030	Fittings and Specialties	\$ 9,983	\$	2.97
C20	STAIRS	\$	-	\$ -
C2010	Stair Construction	\$ -	\$	-
C30	INTERIOR FINISHES	\$	55,056	\$ 16.36
C3010	Wall Finishes	\$ 23,583	\$	7.01
C3020	Floor Finishes	\$ 18,091	\$	5.38
C3030	Ceiling Finishes	\$ 13,383	\$	3.98
D10	CONVEYING	\$	-	\$ -
D1010	Elevators & Lifts	\$ -	\$	-
D20	PLUMBING	\$	140,000	\$ 41.60
D2010	Plumbing	\$ 140,000	\$	41.60
D30	HVAC	\$	250,000	\$ 74.29
D3010	HVAC	\$ 250,000	\$	74.29
D40	FIRE PROTECTION	\$	25,000	\$ 7.43
D4010	Sprinkler System	\$ 25,000	\$	7.43
D50	ELECTRICAL	\$	120,000	\$ 35.66
D5000	Electrical	\$ 120,000	\$	35.66
E10	EQUIPMENT	\$	9,850	\$ 2.93
E1010	Equipment	\$ 9,850	\$	2.93
E20	FIXED FURNISHINGS	\$	600	\$ 0.18
E2010	Fixed Furnishings	\$ 600	\$	0.18
F10	SPECIAL CONSTRUCTION	\$	-	\$ -
F1010	Special Structure	\$ -	\$	-
F1020	Special Construction	\$ -	\$	-
F20	SELECTIVE BUILDING DEMOLITION	\$	31,327	\$ 9.31
F2010	Building Elements Demolition	\$ 31,327	\$	-
Z10	GENERAL REQUIREMENTS	\$	400,000	\$ 118.87
Z1010	General Requirements	\$ 400,000	\$	-
	Sub-Total Direct Cost		\$ 2,133,271	\$ 633.96
	Estimating / Design Contingency 1.50%		\$ 31,999	\$ 9.51
	Sub-Total		\$ 2,165,271	\$ 643.47
	General Contractor's OH&P 7.50%		\$ 162,395	\$ 48.26
	Sub-Total		\$ 2,327,666	\$ 691.73
	Escalation to April 2024 0.42%		\$ 9,697	\$ 2.88
	TOTAL CONSTRUCTION COST		\$ 2,337,362	\$ 694.61

**SNOHOMISH REGIONAL FIRE & RESCUE
 FIRE STATION 31 ADDITION
 MONROE, WA
 CONSTRUCTION DOCUMENT/CHECK ESTIMATE
 BUILDING**

Gross Floor Area: **3,365 SF**
 Date: **March 11, 2024**



ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
A10 FOUNDATIONS				
A1010 Standard Foundation				
A1011 Foundations				
Reinforced concrete continuous footings				
Excavate for continuous footings	75	CY	42.00	3,150
Backfill, assume imported fill	59	CY	50.00	2,962
Disposal of excavated material off-site within 8 miles, assumed a 33% swell factor	16	CY	26.00	410
Fine grade bottom of footing	320	SF	1.08	346
Formwork to foundations - sides	330	SF	12.45	4,109
Reinforcing steel in foundations	1,719	LB	1.85	3,179
Concrete, 4,000 psi	12	CY	260.00	3,081
Finish to top of footing	320	SF	1.08	346
Reinforced concrete brace frame footings				
Excavate for continuous footings	102	CY	42.00	4,284
Backfill, assume imported fill	29	CY	50.00	1,475
Disposal of excavated material off-site within 8 miles, assumed a 33% swell factor	73	CY	26.00	1,885
Fine grade bottom of footing	464	SF	1.08	502
Formwork to foundations - sides	592	SF	12.45	7,370
Reinforcing steel in foundations	10,086	LB	1.85	18,659
Concrete, 4,000 psi	55	CY	260.00	14,175
Finish to top of footing	464	SF	1.08	502
Modify existing continuous footing	34	LF	205.00	6,970
Exterior stem walls	20	CY	1,100.00	22,000
Interior stem walls	37	LF	70.00	2,590
Column footings	5	EA	850.00	4,250
Tie into existing footing	1	LS	3,000.00	3,000
Hand excavation/underpinning allowance	1	LS	7,500.00	7,500
Total For Standard Foundations				112,746
A1020 Special Foundation				
No work anticipated				N/A
Total For Special Foundations				
A1030 Slab on Grade				
A1031 Standard slab on grade				
Reinforced concrete slab on grade, 8"	3,240	SF	13.50	43,740
Gravel below slab in site				
Slab connections	63	EA	75.00	4,725
Slab patching at below grade plumbing	1	LS	2,500.00	2,500
Blockouts and drains	1	LS	2,000.00	2,000
Total For Slab on Grade				52,965
A20 BASEMENT CONSTRUCTION				
A2010 Basement Excavation				
No work anticipated				N/A
Total For Basement Excavation				
A2010 Basement Walls				
No work anticipated				N/A

**SNOHOMISH REGIONAL FIRE & RESCUE
 FIRE STATION 31 ADDITION
 MONROE, WA
 CONSTRUCTION DOCUMENT/CHECK ESTIMATE
 BUILDING**

Gross Floor Area: **3,365 SF**
 Date: **March 11, 2024**



ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
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Total For Basement Walls

B10 SUPERSTRUCTURE

B1010 Floor & Roof Construction

B1012 Upper floors construction
 No work anticipated N/A

B1020 Roof construction				
Wood roof structure, 18" RED-I65 @ 24" oc	2,868	SF	22.50	64,530
Wood roof structure, 14" RED-I65 @ 24" oc	268	SF	20.50	5,494
Wood roof structure, 33" RED-H @ 18" oc	698	SF	28.00	19,544
Wood roof structure, 33" RED-H @ 36" oc	210	SF	23.35	4,904
Premium for roof top equipment	1	LS	2,500.00	2,500
Premium for crane truss upgrade	2	EA	1,000.00	2,000
5/8" roof sheathing at new roof framing	4,044	SF	5.75	23,253
Glulam beams 518	7	LF	105.00	735
Glulam beams 624	21	LF	325.00	6,825
LVL beams, 3 1/2 x 11 7/8	76	LF	75.00	5,700
8x8 posts	2	EA	895.00	1,790
6x6x3/8 column with base plate	1	EA	1,865.00	1,865
W24x84 columns	6,720	LB	3.95	26,544
W24x84 beams	2,688	LB	3.95	10,618
4x8 TS bracing	2,750	LB	3.95	10,863
Moment frame connections	24	EA	500.00	12,000
Misc steel/connections	1,824	LB	5.15	9,392
Beam to wall connections	5	EA	135.00	675
Beam to beam connections	3	EA	135.00	405
Miscellaneous				
Fireproofing steel, assumed not required				
Asphalt emulsion at wide flange columns	4	EA	235.00	940

Total For Floor & Roof Construction 210,576

B20 EXTERIOR CLOSURE

B2010 Exterior Walls

B2011 Exterior wall construction				
Gross exterior wall area				
Metal siding	1,798	SF	26.50	47,647
CMU veneer, smooth/scored	840	SF	41.75	35,070
CMU veneer, split face/scored	1,246	SF	43.25	53,890
Masonry below grade	184	LF	38.00	6,992
Precast sills at windows	54	LF	70.00	3,780
Wall type 61C	2,941	SF	36.00	105,876
Wall type 62C	2,448	SF	37.50	91,800
Paparet adjustment between new and existing	95	SF	75.00	7,125
Parapet wall	650	SF	51.50	33,475
Premium for double stud framing	1	LS	1,550.00	1,550
Strap above and below window	32	LF	75.00	2,400
Misc supports/hardware	2,941	SF	1.00	2,941
Framing/steel around openings at app bay doors	120	LF	150.00	18,000
Shear wall 2-4, premium	36	LF	125.00	4,500
Caulking, sealants and firestopping	6,134	SFA	1.05	6,441

**SNOHOMISH REGIONAL FIRE & RESCUE
 FIRE STATION 31 ADDITION
 MONROE, WA
 CONSTRUCTION DOCUMENT/CHECK ESTIMATE
 BUILDING**

Gross Floor Area: **3,365 SF**
 Date: **March 11, 2024**



ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
B2016 Exterior soffits				
Soffit repair allowance	1	LS	650.00	650
Miscellaneous				
Wall connection, assumes no seismic joint	3	EA	1,000.00	3,000
Hold downs	10	EA	195.00	1,950
Clean exterior wall	1	LS	1,465.00	1,465
Total For Exterior Walls				428,551
B2020 Exterior Windows				
B2021 Windows				
Windows, 4'x8'	64	SF	88.00	5,632
Windows, 6'x8'	192	SF	88.00	16,896
Total For Exterior Windows				22,528
B2030 Exterior Doors				
B 2030 Exterior Doors				
Exterior door, HM, flush, single	3	EA	3,450.00	10,350
Special hardware allowance	1	LS	2,500.00	2,500
Card reader	3	EA	2,850.00	8,550
Coiling door, 14x14	2	EA	17,500.00	35,000
Coiling door, 12x12	1	EA	16,000.00	16,000
Total For Exterior Doors				72,400
B30 ROOFING				
B3010 Roof Covering				
B3011 Roof finishes				
Membrane roofing system	3,912	SF	27.25	106,602
Tapered insulation premium	1	LS	3,500.00	3,500
Membrane at parapet	862	SF	15.00	12,930
B3014 Flashings and trim				
Sheet metal flashings and trim	3,912	SFA	1.50	5,868
New parapet cap/flashings	325	LF	35.00	11,375
Membrane cap at low parapet	95	LF	25.00	2,375
B3016 Gutters and downspouts				
Scuppers/connections to internal drains	1	LS	5,000.00	5,000
Miscellaneous				
Rough carpentry	3,912	SFA	0.75	2,934
Roof ladder	1	LS	4,500.00	4,500
Total For Roofing				155,084
C10 INTERIOR CONSTRUCTION				
C1010 Partitions				
C1011 Fixed partitions				
Interior partitions				
Wall type 71B	29	LF	225.00	6,525
Wall type 71C	10	LF	250.00	2,375
Shear wall 2, premium	14	LF	125.00	1,750
Furred wall	1257	SF	6.25	7,856

**SNOHOMISH REGIONAL FIRE & RESCUE
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 Date: **March 11, 2024**



ITEM DESCRIPTION		QUANTITY	UNIT	UNIT COST	TOTALS
C1017 Interior windows and storefronts					
No work anticipated					N/A
Miscellaneous					
	Blocking and backing, sealants, ratings	1	LS	850.00	850
	Bent plate header at opening	1	LS	1,250.00	1,250
Total For Interior Partitions					20,606
C1020	Interior Doors				
C1021 Interior doors					
	HM door	5	EA	2,800.00	14,000
	Premium for special hardware/rating	1	LS	2,000.00	2,000
Total For Interior Doors					16,000
C1030	Specialties				
C1035 Identifying devices					
	Code signage	3,365	SFA	0.25	841
C1037 General fittings and misc. metals					
	Misc specialties	3,365	SFA	1.25	4,206
	Storage shelving, assumed by owner				
	Cornergard 1	5	EA	210.00	1,050
	Cornergard 2	6	EA	210.00	1,260
	Cornergard 3	75	LF	35.00	2,625
Total For Fittings and Specialty Items					9,983
C20	STAIRS				
C2010	Stair Construction				
C 2010 Stair Construction including railings and finish					
No work anticipated					N/A
Total For Stair Construction					
C30	INTERIOR FINISHES				
C3010	Wall Finishes				
C3012 Wall finishes to interior walls					
	Plywood wall protection at maintenance bays	1,560	SF	7.25	11,310
	Interior painting	3,365	SFA	3.00	10,095
	Misc wall patching	1	LS	1,000.00	1,000
	Misc trim/finish carpentry	3,365	SFA	0.35	1,178
Total For Wall Finishes					23,583
C3020	Floor Finishes				
C3024 Flooring					
	Oil resistant sealer/hardener	3,365	SF	3.50	11,778
	Prep slab at area to remain, assumes none required				
C3026 Bases, curbs and trim					
	Misc base	1	LS	825.00	825
	Metal base	196	LF	28.00	5,488
Total For Floor Finishes					18,091

**SNOHOMISH REGIONAL FIRE & RESCUE
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Gross Floor Area: **3,365 SF**
 Date: **March 11, 2024**



ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
C3030 Ceiling Finishes				
C3031 Ceiling finishes				
Paint exposed structure	3,122	SF	2.95	9,210
ACT, office	232	SF	12.75	2,958
Minor patching at existing space	486	SF	2.50	1,215
Total For Ceiling Finishes				13,383
D10 VERTICAL TRANSPORTATION				
D1010 Elevator & Lift				
No work anticipated				N/A
Total For Elevator & Lifts				
D20 PLUMBING				
D2010 Plumbing				
Based on Sider & Byers estimate dated 4/14/23				
Plumbing	1	LS	140,000.00	140,000
Total For Plumbing				140,000
D30 HVAC				
D3010 HVAC				
Based on Sider & Byers estimate dated 3/6/24				
HVAC	1	LS	250,000.00	250,000
Total For HVAC				250,000
D40 FIRE PROTECTION				
D4010 Fire Protection				
Based on Sider & Byers estimate dated 3/6/24				
Fire suppression system	1	LS	25,000.00	25,000
Total For Fire Sprinkler System				25,000
D50 ELECTRICAL				
D5000 Electrical				
Based on Sider & Byers estimate dated 3/6/24				
Electrical	1	LS	100,000.00	100,000
Communications	1	LS	15,000.00	15,000
Safety & security	1	LS	5,000.00	5,000
Total For Electrical				120,000
E10 EQUIPMENT				
E1010 Equipment				
E1000 Misc equipment				
Flammable cabinet	2	EA	2,750.00	5,500

**SNOHOMISH REGIONAL FIRE & RESCUE
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ITEM DESCRIPTION		QUANTITY	UNIT	UNIT COST	TOTALS
	Misc equipment/FOIC	1	LS	1,850.00	1,850
	Install owner supplied floor mounted lift	1	LS	2,500.00	2,500
Total For Equipment					9,850
E20	FIXED FURNISHINGS				
E2010	Fixed Furnishing				
	E2012 Fixed casework				
	No work anticipated				N/A
	E2013 Blinds and other window treatments				
	Assumes office only	1	LS	600.00	600
Total For Fixed Furnishings					600
F10	SPECIAL STRUCTURES				
F1010	Special Structure				
	No work anticipated				N/A
Total For Special Structure					
F1020	Special Construction				
	No work anticipated				N/A
Total For Special Construction					
F20	SELECTIVE BUILDING DEMOLITION				
F2010	Building Elements Demolition				
	F2011 Building interior demolition				
	Demo roof structure	1,342	SF	10.00	13,420
	Demo roofing/sheet metal	1,342	SF	3.25	4,362
	Demo masonry wall	14	LF	75.00	1,050
	Demo door/frame	4	EA	200.00	800
	Demo column and footing	1	LS	750.00	750
	Create door opening in old ext wall	2	EA	450.00	900
	Demo window/enlarge opening	1	LS	500.00	500
	Misc sawcutting/core drilling	1	LS	1,500.00	1,500
	Demo slab	435	SF	7.00	3,045
	Misc demo/dump fees	1	LS	5,000.00	5,000
F2020	Hazardous Components Abatement				
	Hazardous material removal, none assumed				
Total For Selective Building Demolition					31,327
Z10	GENERAL REQUIREMENTS				
	Z1010 General requirements				
	General conditions	8	MTH	50,000.00	400,000
Total For General Requirements					400,000

**SNOHOMISH REGIONAL FIRE & RESCUE
 FIRE STATION 31 ADDITION
 MONROE, WA
 CONSTRUCTION DOCUMENT/CHECK ESTIMATE
 SITEWORK**

GROSS FLOOR AREA:

DATE:

March 11, 2024



COST GROUP

No.	ELEMENT DESCRIPTION	ELEMENT TOTAL	GROUP TOTAL
G10	SITE PREPARATION		\$ 48,337
G1010	Site Clearing	\$ -	
G1020	Site Demolition and Relocations	\$ 25,937	
G1030	Site Earthwork	\$ 22,400	
G1040	Hazardous Waste Remediation	\$ -	
G20	SITE IMPROVEMENTS		\$ 58,929
G2010	Roadways	\$ -	
G2020	Parking Lots	\$ 52,018	
G2030	Pedestrian Paving	\$ -	
G2040	Site Development	\$ 2,200	
G2050	Landscaping	\$ 4,711	
G30	SITE MECHANICAL UTILITIES		\$ 56,298
G3030	Utilities	\$ 56,298	
G3040	Heating Distribution	\$ -	
G3050	Cooling Distribution	\$ -	
G3060	Fuel Distribution	\$ -	
G3090	Other Site Mechanical Utilities	\$ -	
G40	SITE ELECTRICAL UTILITIES		\$ 3,000
G4010	Electrical Distribution	\$ 3,000	
G4020	Site Lighting	\$ -	
G4030	Site Communications and Security	\$ -	
	Sub-Total Direct Cost		\$ 166,563
	Estimating / Design Contingency 1.50%		\$ 2,498
	Sub-Total		\$ 169,061
	General Contractor's OH&P 7.50%		\$ 12,680
	Sub-Total		\$ 181,741
	Escalation to April 2024 0.42%		\$ 757
	TOTAL CONSTRUCTION COST		\$ 182,498

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
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G10 SITE PREPARATION

G1010 Site Clearing

G1011 Clearing and grubbing

No work anticipated

Total For Site Clearing

G1020 Site Demolition and Relocations

G1022 Demolition of site components

Asphalt demolition	6,250	SF	3.00	18,750
Sawcut asphalt	330	LF	3.25	1,073
Demo curb at drive widening, none shown				
Remove trees	1	EA	400.00	400
Misc sawcutting	1	LS	350.00	350
Misc. demo	1	LS	3,000.00	3,000
Demo catch basin	1	LS	300.00	300
Cap lines at pipe demo	4	EA	150.00	600
Demo piping	122	LF	12.00	1,464
Remove covered tent, by owner				

Total For Site Demolition and Relocations 25,937

G1030 Site Earthwork

G1031 Site grading excavation

Site Mobilization	1	LS	2,500.00	2,500
Rough grading	6,250	SF	0.35	2,188
Foundation excavation in bldg				
Gravel fill for slab subgrade (1')	120	CY	45.00	5,400
Dispose of unsuitable soil	50	CY	40.00	2,000
Fine grading	6,250	SF	0.45	2,813

G1037 Erosion control

Erosion control	1	LS	7,500.00	7,500
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Total For Site Earthwork 22,400

G1040 Hazardous Waste Remediation

No work anticipated N/A

Total For Hazardous Waste Remediation

G20 SITE IMPROVEMENTS

G2010 Roadways

No work anticipated N/A

Total For Roadways

G2020 Parking Lots

Asphalt patching	35	SF	16.50	578
Misc asphalt repair due to construction activities	1	LS	2,500.00	2,500

**SNOHOMISH REGIONAL FIRE & RESCUE
 FIRE STATION 31 ADDITION
 MONROE, WA
 CONSTRUCTION DOCUMENT/CHECK ESTIMATE
 SITEWORK**

Gross Floor Area:
 Date:

March 11, 2024



ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
Concrete apron	2,820	SF	17.00	47,940
Concrete curb, none shown				
Pavement markings	1	LS	1,000.00	1,000
Total For Parking Lots				52,018

G2030 Pedestrian Paving

G2031 Paving and surfacing

No work anticipated

N/A

Total For Pedestrian Paving				
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G2040 Site Development

Slab for test pump shed

88

SF

25.00

2,200

Bollards, none shown

Shed for test pit equipment, OFOI

Total For Site Development				2,200
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G2050 Landscaping

Finish Grading

148

SF

1.50

222

Import/Place Shrub Topsoil (8" x1.2)

5

CY

65.00

325

Shrubs/Accents/Groundcover

148

SF

18.00

2,664

Misc. landscaping, allowance

1

LS

1,500.00

1,500

Sprinkler work, excluded

Total For Landscaping				4,711
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G30 SITE MECHANICAL UTILITIES

G3011 Potable water distribution and storage

Connections to existing line

2

EA

2,500.00

5,000

8" DI pipe

113

LF

75.00

8,475

Backfill at water line line

50

CY

45.00

2,250

8" bends

4

EA

680.00

2,720

Dispose of unsuitable soil

50

CY

45.00

2,250

G3023 Sanitary disposal systems

New oil/water separator

1

LS

15,000.00

15,000

Connections to existing line

1

EA

1,950.00

1,950

Clean outs

1

EA

920.00

920

4" PVC line w/trenching

68

LF

42.50

2,890

Backfill at sanitary line

35

CY

45.00

1,575

Disposal of unsuitable soil

35

CY

45.00

1,575

G3031 Storm piping

8" D.I. storm pipe

25

LF

75.00

1,875

Dispose of unsuitable soil

15

CY

45.00

675

Connections to existing lines

2

EA

975.00

1,950

Backfill at storm line

15

CY

45.00

675

Footing drains

202

LF

21.50

4,343

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
G3032 Manholes Catch basin type I	1	EA	2,175.00	2,175
Total For Utilities				56,298
G3040 Heating Distribution				
No work anticipated				N/A
Total For Heating Distribution				
G3050 Cooling Distribution				
No work anticipated				N/A
Total For Cooling Distribution				
G3060 Fuel Distribution				
No work anticipated				N/A
Total For Fuel Distribution				
G3090 Other Site Mechanical Utilities				
No work anticipated				N/A
Total For Other Site Mechanical Utilities				
G40 SITE ELECTRICAL UTILITIES				
G4010 Electrical Distribution				
G4010 Electrical Distribution Protect existing service line, allowance	24	LF	125.00	3,000
Total For Electrical Distribution				3,000
G4020 Site Lighting				
G4020 Site Lighting All exterior lighting included in building estimate				
Total For Site Lighting				
G4030 Site Communications and Security				
G4030 Site Communications and Security				
No work anticipated				N/A
Total For Site Communications and Security				

**SNOHOMISH REGIONAL FIRE & RESCUE
 FIRE STATION 31 ADDITION
 MONROE, WA
 CONSTRUCTION DOCUMENT/CHECK ESTIMATE
 CAR CANOPY**

GROSS FLOOR AREA: 2,210 SF
 DATE: March 11, 2024



No.	ELEMENT DESCRIPTION	ELEMENT TOTAL	GROUP TOTAL	COST PER SF
A10	FOUNDATIONS		\$ 40,365	\$ 18.26
A1010	Standard Foundation	\$ -	\$ -	
A1020	Special Foundation	\$ -	\$ -	
A1030	Slab on grade	\$ 40,365	\$ 18.26	
A20	BASEMENT WALL CONSTRUCTION		\$ -	\$ -
A2010	Basement Excavation	\$ -	\$ -	
A2020	Basement Wall Construction	\$ -	\$ -	
B10	SUPERSTRUCTURE		\$ -	\$ -
B1010	Floor & Roof Construction	\$ -	\$ -	
B20	EXTERIOR ENCLOSURE		\$ -	\$ -
B2010	Exterior Walls	\$ -	\$ -	
B2020	Exterior Windows	\$ -	\$ -	
B2030	Exterior Doors	\$ -	\$ -	
B30	ROOFING		\$ -	\$ -
B3010	Roofing	\$ -	\$ -	
C10	INTERIOR CONSTRUCTION		\$ -	\$ -
C1010	Partitions	\$ -	\$ -	
C1020	Interior Doors	\$ -	\$ -	
C1030	Fittings and Specialties	\$ -	\$ -	
C20	STAIRS		\$ -	\$ -
C2010	Stair Construction	\$ -	\$ -	
C30	INTERIOR FINISHES		\$ 16,354	\$ 7.40
C3010	Wall Finishes	\$ -	\$ -	
C3020	Floor Finishes	\$ 7,735	\$ 3.50	
C3030	Ceiling Finishes	\$ 8,619	\$ 3.90	
D10	CONVEYING		\$ -	\$ -
D1010	Elevators & Lifts	\$ -	\$ -	
D20	PLUMBING		\$ -	\$ -
D2010	Plumbing	\$ -	\$ -	
D30	HVAC		\$ -	\$ -
D3010	HVAC	\$ -	\$ -	
D40	FIRE PROTECTION		\$ -	\$ -
D4010	Sprinkler System	\$ -	\$ -	
D50	ELECTRICAL		\$ 25,000	\$ 11.31
D5000	Electrical	\$ 25,000	\$ 11.31	
E10	EQUIPMENT		\$ -	\$ -
E1010	Equipment	\$ -	\$ -	
E20	FIXED FURNISHINGS		\$ -	\$ -
E2010	Fixed Furnishings	\$ -	\$ -	
F10	SPECIAL CONSTRUCTION		\$ 106,080	\$ 48.00
F1010	Special Structure	\$ 106,080		
F1020	Special Construction	\$ -		
F20	SELECTIVE BUILDING DEMOLITION		\$ 16,135	\$ 7.30
F2010	Building Elements Demolition	\$ 16,135		
Z10	GENERAL REQUIREMENTS		\$ 15,000	\$ 6.79
Z1010	General requirements	\$ 15,000		
	Sub-Total Direct Cost		\$ 218,934	\$ 99.07
	Estimating / Design Contingency 1.50%		\$ 3,284	\$ 1.49
	Sub-Total		\$ 222,218	\$ 100.55
	General Contractor's OH&P 7.50%		\$ 16,666	\$ 7.54
	Sub-Total		\$ 238,884	\$ 108.09
	Escalation to April 2024 0.42%		\$ 995	\$ 0.45
	TOTAL CONSTRUCTION COST		\$ 239,880	\$ 108.54

**SNOHOMISH REGIONAL FIRE & RESCUE
 FIRE STATION 31 ADDITION
 MONROE, WA
 CONSTRUCTION DOCUMENT/CHECK ESTIMATE
 CAR CANOPY**

Gross Floor Area: **2,210 SF**
 Date: **March 11, 2024**



ITEM DESCRIPTION		QUANTITY	UNIT	UNIT COST	TOTALS
A10 FOUNDATIONS					
A1010	Standard Foundation				
	A1011 Foundations Foundation, allowance	2,210	SFA	15.00	33,150
Total For Standard Foundations					
A1020	Special Foundation				
	No work anticipated				N/A
Total For Special Foundations					
A1030	Slab on Grade				
	A1031 Standard slab on grade Reinforced concrete slab on grade, 8" Slab adjacent to canopy	2,210 780	SF SF	13.50 13.50	29,835 10,530
Total For Slab on Grade					40,365
A20 BASEMENT CONSTRUCTION					
A2010	Basement Excavation				
	No work anticipated				N/A
Total For Basement Excavation					
A2010	Basement Walls				
	No work anticipated				N/A
Total For Basement Walls					
B10 SUPERSTRUCTURE					
B1010	Floor & Roof Construction				
	B1012 Upper floors construction				
	No work anticipated				N/A
	B1020 Roof construction				
	Included in division F10 PEMB				N/A
Total For Floor & Roof Construction					
B20 EXTERIOR CLOSURE					
B2010	Exterior Walls				
	B2011 Exterior wall construction				
	No work anticipated				N/A
	B2016 Exterior soffits				
	Open to structure				N/A
Total For Exterior Walls					
B2020	Exterior Windows				

**SNOHOMISH REGIONAL FIRE & RESCUE
 FIRE STATION 31 ADDITION
 MONROE, WA
 CONSTRUCTION DOCUMENT/CHECK ESTIMATE
 CAR CANOPY**



Gross Floor Area: 2,210 SF
 Date: March 11, 2024

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
No work anticipated				N/A
Total For Exterior Windows				
B2030 Exterior Doors				
No work anticipated				N/A
Total For Exterior Doors				
B30 ROOFING				
B3010 Roof Covering				
B3011 Roof finishes				
Included in division F10 PEMB				N/A
B3014 Flashings and trim				
Included in division F10 PEMB				N/A
B3016 Gutters and downspouts				
Included in division F10 PEMB				N/A
Total For Roofing				
C10 INTERIOR CONSTRUCTION				
C1010 Partitions				
No work anticipated				N/A
Total For Interior Partitions				
C1020 Interior Doors				
No work anticipated				N/A
Total For Interior Doors				
C1030 Specialties				
No work anticipated				N/A
Total For Fittings and Specialty Items				
C20 STAIRS				
C2010 Stair Construction				
No work anticipated				N/A
Total For Stair Construction				
C30 INTERIOR FINISHES				
C3010 Wall Finishes				
No work anticipated				N/A
Total For Wall Finishes				
C3020 Floor Finishes				
C3024 Flooring				

**SNOHOMISH REGIONAL FIRE & RESCUE
 FIRE STATION 31 ADDITION
 MONROE, WA
 CONSTRUCTION DOCUMENT/CHECK ESTIMATE
 CAR CANOPY**



Gross Floor Area: 2,210 SF
 Date: March 11, 2024

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
Oil resistant sealer/hardener	2,210	SF	3.50	7,735
Total For Floor Finishes				7,735
C3030 Ceiling Finishes				
C3031 Ceiling finishes				
Paint exposed structure	2,210	SF	3.00	6,630
Bird spikes	2,210	SF	0.90	1,989
Total For Ceiling Finishes				8,619
D10 VERTICAL TRANSPORTATION				
D1010 Elevator & Lift				
No work anticipated				N/A
Total For Elevator & Lifts				
D20 PLUMBING				
D2010 Plumbing				
Downspout connections, assumes none required				
Slab drains, assumes none required				
Total For Plumbing				
D30 HVAC				
D3010 HVAC				
No work anticipated				N/A
Total For HVAC				
D40 FIRE PROTECTION				
D4010 Fire Protection				
No work anticipated				N/A
Total For Fire Sprinkler System				
D50 ELECTRICAL				
D5000 Electrical				
Based on Sider & Byers estimate dated 3/6/24				
Electrical/lighting work	1	LS	25,000.00	25,000
Total For Electrical				25,000
E10 EQUIPMENT				
E1010 Equipment				
Lubrication system, by owner				N/A
Total For Equipment				
E20 FIXED FURNISHINGS				
E2010 Fixed Furnishing				

**SNOHOMISH REGIONAL FIRE & RESCUE
 FIRE STATION 31 ADDITION
 MONROE, WA
 CONSTRUCTION DOCUMENT/CHECK ESTIMATE
 CAR CANOPY**

Gross Floor Area: **2,210 SF**
 Date: **March 11, 2024**



ITEM DESCRIPTION		QUANTITY	UNIT	UNIT COST	TOTALS
No work anticipated					N/A
Total For Fixed Furnishings					
F10	SPECIAL STRUCTURES				
F1010	Special Structure				
	Pre-manufactured canopy	2,210	SF	48.00	106,080
Total For Special Structure					106,080
F1020	Special Construction				
No work anticipated					N/A
Total For Special Construction					
F20	SELECTIVE BUILDING DEMOLITION				
F2010	Building Elements Demolition				
	Misc demo	1	LS	1,500.00	1,500
	Asphalt demo	2,990	SF	3.00	8,970
	Sawcut asphalt	220	LF	3.25	715
	Potholing allowance	1	LS	4,950.00	4,950
Total For Selective Building Demolition					16,135
	Z1010 General requirements				
	General conditions	1	LS	15,000.00	15,000
Total For General Requirements					15,000



NEW BUSINESS

DISCUSSION





Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	Draft Policy Approval #POL-2407		
Executive member responsible for guiding the initiative:	DC McConnell		
Type of Action:	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Resolution	
Initiative Description:	<p>The agency is working through adoption of updated policies developed in the Lexipol format. The policy approval process includes division head review, staff policy committee review, labor review, senior staff review, commission policy committee review, and final board adoption. This is an ongoing process requiring monthly review and approval.</p> <p>Draft Policy:</p> <ul style="list-style-type: none"> • 601 Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) Training • 602 Bloodborne Pathogen Training • 605 Hazardous Materials (MAZMAT) Training • 610 Respiratory Protection Training • 910 Health and Safety Officer • 921 Extreme Outdoor Conditions Plan 		
<ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • If Financial: Reason RAB must be approved outside of the annual budget process 			
Financial Impact:	Expense: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A Revenue: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A Total amount of initiative (attach amount breakdown if applicable): \$ Initial amount: \$ Long-term annual amount(s): \$ Currently Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ Budget Amendment Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ <ul style="list-style-type: none"> • If yes: Fund(s)/line item(s) to be amended: 		
Risk Assessment:	Risk if approved: N/A		

	Risk if not approved: Increased liability due to outdated policies that do not match current agency practices or meet organizational needs.
Legal Review:	<input checked="" type="checkbox"/> Initiative conforms with District policy/procedure number (attach): <input checked="" type="checkbox"/> Initiatives that require legal review (contracts, other initiatives): <ul style="list-style-type: none"> • Contracts • Has been reviewed and approved by legal • Includes all costs • Includes term • Includes 'do not exceed' language <input type="checkbox"/> N/A
Presented to, and Approved by, Senior Staff	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Commissioner Sub-Committee Approval	Initiative presented to commissioner sub-committee: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Approved by commissioner sub-committee: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A: <input type="checkbox"/>
For Fire Chief Approval:	<input checked="" type="checkbox"/> RAB document complete <input checked="" type="checkbox"/> Supporting documentation attached <input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Support (Mindy Leber) <p style="text-align: center;"><i>Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution</i></p> <p style="text-align: center;"><i>Fire Chief will coordinate with Senior Staff for RAB introduction</i></p>
RAB Executive: Confirmed email sent to Board by Fire Chief	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board of Fire Commissioners	RAB initiatives go through the following process: <ol style="list-style-type: none"> 1. Senior Staff approval to move forward to a committee/board 2. Initiatives are introduced to the appropriate committee for review 3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item <ul style="list-style-type: none"> ○ The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes) 4. At a second commissioner meeting, initiatives may be assigned as an action item for approval

Execution:	It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.
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Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) Training

601.1 PURPOSE AND SCOPE

Best Practice MODIFIED

The purpose of this policy is to establish the training requirements for members to maintain a current and valid medical certification (EMT-B, EMT-P) that is required to perform Cardiopulmonary Resuscitation (CPR) and utilize an Automated External Defibrillator (AED).

601.1.1 DEFINITIONS

State MODIFIED

Definitions related to this policy include:

Automated External Defibrillator (AED) - An external defibrillator capable of cardiac rhythm analysis and that will charge, with or without further operator action, and deliver a shock after electronically detecting and assessing ventricular fibrillation or rapid ventricular tachycardia.

Qualified Instructor - Senior EMS Instructor (SEI) who is qualified to teach AED/CPR ([WAC 246-976-031](#)).

Qualified Evaluator - An individual who holds the Washington State ESE (EMS Evaluator) credential and meets all requirements of [WAC 246-976-163](#).

Delegate Physician - Physician approved by the county MPD and Division Chief of EMS. Works directly with the District's EMS division for training, quality assurance, and education.

601.2 POLICY

State MODIFIED

It is the policy of Snohomish Regional Fire & Rescue that all members whose duties include the use of an AED or the performance of CPR shall receive initial and recertification training to maintain their current and valid medical certification that is required in order to utilize such equipment and/or skills. Initial training will consist of Washington State Department of Health approved courses and will be provided by qualified instructors at the healthcare provider level ([WAC 246-976-141](#); [WAC 246-976-161](#)). Ongoing training and evaluations for recertification will be orchestrated by the Division Chief of EMS or his/her designee and provided by qualified evaluators ([WAC 246-976-163](#)).

601.3 TRAINING RECORDS

Best Practice MODIFIED

The Deputy Chief of EMS shall be responsible for maintaining records of all AED training provided to members in accordance with Washington State Department of Health regulations and under District MPD supervision. Records should include, but are not limited to, the following:

- (a) The dates of the training sessions

Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) Training

- (b) A list of the topics or a summary of the content of the training sessions
- (c) The name or other identifier and job title of the members who received the training
- (d) The names, certificate number and qualifications of the persons conducting the training

The Deputy Chief of EMS should maintain the training records in accordance with established records retention schedules.

601.4 MANDATORY REPORTING

State **MODIFIED**

The Deputy Chief of EMS or their designee shall be responsible for collecting and reporting AED data to the District MPD or Delegate Physician. It will be necessary to establish procedures for the collection, maintenance and evaluation of patient care records in order to report to the EMS authority on the total number of patients defibrillated and appropriate patient follow-up data as required ([RCW 70.54.310](#)).

Bloodborne Pathogen Training

602.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish a state-mandated training program to ensure members have the skills and knowledge to protect themselves against occupational exposure to potentially infectious blood or bodily fluids.

602.2 POLICY

State MODIFIED

It is the policy of Snohomish Regional Fire & Rescue to make members' health and safety a priority by providing initial and recurring bloodborne pathogen training. All members of the District whose duties have a risk of occupational exposure to potentially infectious blood or bodily fluids shall receive bloodborne pathogen training ([WAC 296-823-12005](#)).

602.3 RESPONSIBILITIES

State MODIFIED

The Deputy Chief of EMS, shall be responsible for ([WAC 296-823-12005](#)):

- (a) Training members in the proper use of protective equipment, exposure protection, post-exposure protocols and disease modes of transmission as they are related to infectious diseases ([WAC 296-305-02501](#); [WAC 296-823-120](#)).
- (b) Remaining current on all legal requirements concerning bloodborne pathogens and other communicable diseases, as required by [WAC 296-823-12005](#).
- (c) Maintaining an up-to-date list of personnel requiring training.
- (d) Developing and implementing a training program, maintaining class rosters and quizzes, and periodically reviewing and updating the training program.

District officers are responsible for exposure control in their respective areas. They shall work directly with the Exposure Control Officer (ECO) and any affected members to ensure that the proper exposure-control procedures are followed.

602.4 TRAINING RECORDS

State MODIFIED

The Deputy Chief of EMS shall be responsible for maintaining records of all bloodborne pathogen training that has been provided to members, as required by Washington State. Records should include, but are not limited to ([WAC 296-823-12015](#)):

- (a) The dates of the training sessions
- (b) A list of the topics or a summary of the content of the training sessions
- (c) The names or other identifier and job title of the members who received the training
- (d) The names, certificate number and qualifications of persons conducting the training

Bloodborne Pathogen Training

The Deputy Chief of EMS should maintain the training records in accordance with established records retention schedules.

Hazardous Materials (HAZMAT) Training

605.1 PURPOSE AND SCOPE

State **MODIFIED**

The purpose of this policy is to establish training that will meet state requirements regarding the Snohomish Regional Fire & Rescue Hazardous Materials (HAZMAT) response program. This policy identifies the level of training members must receive, when additional or supplemental training is required, and the training records required to meet the provisions of the Washington regulations.

605.2 POLICY

State **MODIFIED**

It is the policy of the Snohomish Regional Fire & Rescue that any member whose duties include a role in the HAZMAT response program shall receive training to the level in which they are expected to operate in a HAZMAT environment or at an incident involving hazardous materials.

605.3 TRAINING REQUIREMENTS

State **MODIFIED**

HAZMAT training shall be based on the duties and functions to be performed by each member. The skill and knowledge levels required for all new members shall be conveyed to them through training before they are permitted to take part in actual emergency operations on an incident. Any member who participates or is expected to participate in an emergency response involving hazardous materials shall objectively demonstrate competency in the following areas ([WAC 296-824-30005](#)):

605.3.1 FIRST RESPONDER AWARENESS

State **MODIFIED**

First responder awareness level training should be provided to all individuals who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response sequence by notifying the proper authorities of the release. A member with this level of training should demonstrate competency in the understanding and recognition of a hazardous substance release ([WAC 296-824-30005](#)).

605.3.2 HAZMAT FIRST RESPONDER OPERATIONS (FRO)

State **MODIFIED**

First responder operations level (FRO) training should be provided for individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release. A member with this level of training is trained to respond in a defensive fashion without actually trying to stop the release. This member's function is to contain the release from a safe distance, keep it from spreading, and prevent exposures ([WAC 296-824-30005](#)).

Hazardous Materials (HAZMAT) Training

605.3.3 HAZMAT TECHNICIAN

State **MODIFIED**

HAZMAT technician level training should be provided to all individuals who respond to releases or potential releases of hazardous substances for the purpose of stopping the release. A member with this level of training would assume a more aggressive role by approaching the point of release in order to plug, patch, or otherwise stop the release of a hazardous substance ([WAC 296-824-30005](#)).

605.3.4 HAZMAT INCIDENT COMMANDER

State **MODIFIED**

HAZMAT incident commander level training should be provided to all individuals who could be responsible for all decisions relating to the management of a HAZMAT incident ([WAC 296-824-30005](#)).

605.3.5 HAZMAT EMERGENCY RESPONSE PLAN

State **MODIFIED**

An emergency response plan shall be developed and implemented to address pre-emergency planning and coordination with additional responders prior to the commencement of emergency response operations. The plan will identify members' roles, lines of authority, and communications for all members. The plan shall be in writing and available for inspection and copying by members, their representatives, and Washington Industrial Safety and Health Act (WISHA) personnel ([WAC 296-824-20005](#)).

605.3.6 HAZMAT ANNUAL REFRESHER TRAINING

State **MODIFIED**

Members who receive an initial level of training in accordance with this policy shall receive annual refresher training of sufficient and necessary content and duration to maintain their competencies, or shall demonstrate competency in those areas at least yearly ([WAC 296-824-30005](#)).

605.4 TRAINING RECORDS

Best Practice **MODIFIED**

The Deputy Chief that oversees training shall be responsible for maintaining records of all HAZMAT training provided to members. Records should include but are not limited to:

- (a) Dates of the training sessions
- (b) A list of the topics or a summary of the content of the training sessions
 1. Specific content required by regulation covered
 2. Manufacturer's recommendations (as applicable)
 3. Manufacturer's operations/service/maintenance manuals (as applicable)
- (c) The names or other identifier and job title of all members who received the training.
- (d) The names, certificate number, and qualifications of persons conducting the training
- (e) Demonstration that learning took place (e.g., evaluation, quiz, test)

Hazardous Materials (HAZMAT) Training

The Deputy Chief should maintain the training records in accordance with established records retention schedules.

Respiratory Protection Training

610.1 PURPOSE AND SCOPE

State MODIFIED

The purpose of this policy is to protect the health of members through appropriate training of respirators to avoid breathing air that is contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays and vapors.

This policy identifies which members must receive respiratory protection training, the minimum training curriculum and the requirements for recurrent training ([WAC 296-305-04001](#); [WAC 296-842-16005](#); [WAC 296-305-05502](#)).

610.1.1 DEFINITIONS

State

Respirator or respiratory protection - Personal protective equipment (PPE) designed to protect the wearer from airborne contaminants, oxygen deficiency or both.

610.2 POLICY

State MODIFIED

It is the policy of Snohomish Regional Fire & Rescue to protect the health of members by providing respiratory protection training.

610.3 TRAINING REQUIREMENTS

State

610.3.1 IDENTIFICATION OF MEMBERS TO BE TRAINED

State MODIFIED

The District shall provide effective respiratory protection training to all members who are required or expected to utilize respirators.

Members shall be trained, based on their duties, if they do any of the following ([WAC 296-842-16005](#)):

- (a) Use respirators
- (b) Supervise respirator users
- (c) Issue, repair or adjust respirators

610.3.2 MANNER OF TRAINING

State MODIFIED

The District will present effective training using qualified instructors. Training may be provided using audio-visuals, slide presentations, formal classroom instruction, informal discussions during safety meetings, training programs conducted by outside sources or a combination of these methods ([WAC 296-842-16005](#)).

Respiratory Protection Training

Instructors should be available to provide responses to questions, evaluate understanding of the material and provide other instructional interaction ([WAC 296-842-16005](#)).

610.3.3 FREQUENCY OF TRAINING

State **MODIFIED**

The District will provide respiratory protection training ([WAC 296-842-16005](#)):

- (a) Initially, before worksite respirator use begins.
- (b) Periodically, but within 12 months of the previous training.
- (c) Additionally, when the following occur:
 1. The member has not retained knowledge or skills.
 2. Changes in the worksite or type of respirator make previous training incomplete or obsolete.

After completing initial training, each member shall practice, at least quarterly, for each type and manufacturer of respiratory equipment available for use, the step-by-step procedure for donning the respirator and checking it for proper function ([WAC 296-305-04001](#)).

610.3.4 CONTENTS OF TRAINING

State **MODIFIED**

Members shall receive training for each type and manufacturer of respiratory equipment available for their use, the step-by-step procedure for donning the respirator and checking it for proper function. Required training shall include ([WAC 296-305-04001](#)):

- (a) Recognizing hazards that may be encountered.
- (b) Understanding the components of the respirator.
- (c) Understanding the safety features and limitations of the respirator.
- (d) Donning and doffing the respirator.

Members shall be thoroughly trained in accordance with the manufacturer's instructions on emergency procedures such as use of regulator bypass valve, corrective action for facepiece and breathing tube damage and breathing directly from the regulator (where applicable) ([WAC 296-305-04001](#)).

610.4 TRAINING RECORDS

State **MODIFIED**

The Deputy Chief that oversees training shall be responsible for maintaining records of all respiratory protection training that is provided to members. At a minimum, the District should document the following:

- (a) The dates of the training sessions.

Respiratory Protection Training

- (b) A list of the topics or a summary of the content of the training sessions.
- (c) The name or other identifier and job title of the members who received the training.
- (d) The names, certificate number and qualifications of persons conducting the training.
- (e) Documentation of each member's demonstrated performance in meeting the standards detailed in this policy ([WAC 296-842-16005\(5\)](#)).

The Deputy Chief shall maintain the training records in accordance with established records retention schedules.

Health and Safety Officer

910.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish the minimum qualifications for, and specify the duties and responsibilities of, the Health and Safety Officer (HSO).

910.2 POLICY

State MODIFIED

It is the policy of the Snohomish Regional Fire & Rescue that the HSO will be appointed by the Fire Chief or the authorized designee and shall be responsible for the duties described in this policy and other duties as assigned. When the HSO is unavailable, the Fire Chief or the authorized designee shall identify a replacement ([WAC 296-305-01507](#)).

910.3 QUALIFICATIONS

Discretionary MODIFIED

The district's HSO should be a member with qualifications and training that include:

- (a) Knowledge of federal, state, and local laws regarding occupational health and safety applicable to the fire service.
- (b) Knowledge of the physical and behavioral health and fitness factors unique to the fire service.
- (c) Knowledge of health and safety hazards involved in firefighting and related activities.
- (d) Experience in fire suppression, Emergency Medical Services (EMS), and instruction.
- (e) Familiarity with the operation of the district's apparatus and equipment, including emergency communications equipment.
- (f) Management skills appropriate to the operation of a safety and health program.
- (g) The physical capability to conduct operations at an incident scene.
- (h) The following certifications and courses:
 1. Fire Instructor I (NFPA Instructor I)
 2. NFPA Instructor II
 3. NFPA Fire Officer I
 4. Training Program Management
 5. Incident Safety Officer
 6. Health and Safety Officer

910.4 ADMINISTRATIVE RESPONSIBILITIES

State MODIFIED

Mandatory duties of the HSO include ([29 CFR 1910.132](#); [RCW 49.17.050](#); [WAC 296-305-01507](#)):

Health and Safety Officer

- (a) Plan and coordinate safety activities.
- (b) Ensure the effectiveness of the Accident, Illness, and Injury Prevention Program (AIIPP) ([WAC 296-800-14025](#)).
- (c) Work closely with the safety committee.
- (d) Ensure accidents are investigated and procedures are in place so that investigations will be handled appropriately ([WAC 296-305-01501](#); [WAC 296-305-01503](#)).
- (e) Devise corrective measures to prevent accidents.
- (f) Ensure behavioral health, physical health, and safety training for all members ([WAC 296-305-05502](#); [WAC 296-800-14020](#)).
- (g) Ensure that members comply with safety directives and management responsibilities ([WAC 296-305-01509](#); [WAC 296-305-01001](#) et seq.).
- (h) Ensure that required records, including but not limited to the following, are kept ([WAC 296-305-01507](#)):
 - 1. Accidents
 - 2. Injuries
 - 3. Inspections
 - 4. Exposures
 - 5. Medical monitoring
 - 6. Safety meetings
 - 7. Apparatus
 - 8. Equipment
 - 9. Protective equipment
 - 10. Other district safety activities

The HSO, through the Fire Chief, shall have the authority and responsibility to identify and recommend correction of safety and health hazards. The HSO shall maintain a liaison with staff officers and the Health & Safety Committee regarding recommended changes in equipment, procedures, and recommended methods to eliminate unsafe practices and reduce existing hazardous conditions ([WAC 296-305-01507](#)).

910.5 HEALTH AND SAFETY INCIDENT REVIEW

Best Practice **MODIFIED**

The HSO should review safety and health incident reports and ensure copies are forwarded to the safety committee (see policy: 900 Accident, Illness, and Injury Prevention Program Policy).

Extreme Outdoor Conditions Plan

921.1 PURPOSE AND SCOPE

Agency Content

This policy establishes Snohomish Regional Fire & Rescue's commitment to safeguarding the health and well-being of its members by addressing extreme weather conditions, including extreme heat, extreme cold, and exposure to harmful particulates from wildfire smoke. The policy outlines adherence to specific procedures, referencing Washington Administrative Code (WAC) standards to ensure comprehensive compliance.

This policy applies to all Snohomish Regional Fire & Rescue personnel involved in outdoor activities, training, and emergency responses.

921.2 REFERENCES

Agency Content

Procedure: 921 Extreme Outdoor Conditions Plan

Procedure: 922 Wildfire Smoke Program

[WAC 296-820 Wildfire Smoke](#)

921.3 POLICY

Agency Content

It shall be the policy of Snohomish Regional Fire & Rescue to create procedures for our department that limit member's exposure to extreme outdoor conditions, ensure that indoor conditions during these events shield members from exposure, and implement training to make sure all personnel are aware and abide by this policy and concurrent procedures.

921.4 EXTREME HEAT AND COLD

Agency Content

Extreme Heat and Cold ([WAC 296-62-095](#), [WAC 298-305-05004](#)):

1. Members shall follow the guidelines outlined in the "Extreme Weather" procedure to modify outdoor activities and training during periods of extreme heat or cold.
2. Adherence to [WAC 296-62-095](#) and [WAC 298-305-05004](#) ensures the safety and well-being of personnel in challenging weather conditions.

921.5 WILDFIRE SMOKE EXPOSURE

Agency Content

Wildfire Smoke Program ([WAC 296-820](#)):

1. In accordance with [WAC 296-820](#), members shall strictly adhere to the "Wildfire Smoke Program" procedure to limit exposure to harmful particulates from wildfire smoke.

Extreme Outdoor Conditions Plan

2. Specific attention shall be given to compliance with [WAC 296-820-815](#) and [WAC 296-820-850](#) to mitigate health risks associated with wildfire smoke.

921.6 RESPONSIBILITIES

Agency Content

Incident Command and Supervisory Personnel:

1. Ensure implementation and enforcement of the Extreme Weather and Wildfire Smoke Program procedures during emergency responses and training exercises.
2. Provide necessary resources and support to enable personnel compliance with the established procedures.

All Personnel:

1. Familiarize themselves with the Extreme Weather and Wildfire Smoke Program procedures.
2. Proactively engage in modifying activities as per guidelines during extreme weather conditions.
3. Utilize protective measures outlined in the Wildfire Smoke Program to minimize exposure risks.

921.7 TRAINING

Agency Content

Snohomish Regional Fire & Rescue will conduct an initial and then refresher training sessions during the respective approaching season to ensure all personnel are knowledgeable about the Extreme Weather and Wildfire Smoke Program procedures, including updates to relevant WAC standards.



NEW BUSINESS

ACTION





EXECUTIVE SESSION

