



# RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

10:00 A.M. – Monday, August 12, 2019  
Fire Station #13 – 18002 108<sup>th</sup> Ave S.E., Renton

- Call Meeting to Order
- Flag Salute
- Roll Call
- Agenda Modifications
- Announcements, Proclamations, and Presentations
- Public Comment

*Members of the audience may comment on items relating to any matter related to RFA 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 8 of the Bylaws. Citizens may also speak on individual agenda items on the printed agenda at the time they are considered by the Board as requested by the Chair.*
- Consent Agenda
  - Approval of [Minutes from the July 22, 2019](#) Regular Meeting
  - Approval of [Vouchers](#): AP Check Register 7/16/19 – 7/31/19, Payroll 7/1/19 – 7/15/19
- Signing of Vouchers
- Board Committee Reports
- [Chief's Report](#)
- Division Reports
- Correspondence
  - [Thank You Letter from Mercer Island Fire Department](#)
- Unfinished Business
  - [Revised ByLaws and Resolution 2019-3](#)
- New Business
  - [Landscape Maintenance Contract – 2020](#)
  - [McKinstry Facility Maintenance Contract – 2020](#)

## GOVERNANCE BOARD REGULAR MEETING AGENDA

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- [BERK Consultants Contract for Strategic and Capital Facilities Plan](#)
- [Station 13 Conference Room Audiovisual \(A/V\) System Upgrade - Avidex](#)
  
- Good of the Order
  - Fire Station #13 Tour
  
- Executive Session
  - *Executive Session pursuant to RCW 42.30.140(4), collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement.*
  
  - *Executive Session pursuant to RCW 42.30.110(i), To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.*
  
- Future Meetings:
  - Monday, August 26, 2019, 10:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108<sup>th</sup> Ave S.E., Renton)
  
- Adjournment



**Renton Regional Fire Authority**

18002 108<sup>th</sup> Ave SE  
Renton, WA 98055  
Office: (425) 430-7000  
Fax: (425) 430-7044

**MINUTES**

**RFA Governance Board Regular Meeting**

**10:00 A.M. – Monday, July 22, 2019**

**Fire Station #17 – 14810 S.E. Petrovitsky Rd., Renton**

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**CALL TO ORDER AND FLAG SALUTE**

Governance Board Chair Pavone called the Regular Meeting to order at 10:00 a.m. and led the Pledge of Allegiance.

**ROLL CALL**

**Governance Board Members Present:**

Armondo Pavone, Chair (City of Renton)  
Ed Prince (City of Renton)  
Kerry Abercrombie, Vice Chair (Fire District 25)  
Marcus Morrell (Fire District 25)  
Linda Sartnurak (Nonvoting Advisory Position, Fire District 40)

**Governance Board Members Not Present:**

Myron Meikle (Fire District 25)  
Don Persson (City of Renton)

**Administrative Staff Present:**

Chief Rick Marshall, Deputy Chief Chuck DeSmith, Chief Administrative Officer Samantha Babich, Fire Marshal Anjela St. John, Battalion Chief Jeff Vollandt, Facilities Manager Kyle Kauzlarich, Deputy Fire Marshal Nathaniel Savel, Administrative Supervisor Christine Noddings, and Administrative Secretary Linda Mann.

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Member Morrell to excuse the absent Board Members from the meeting. **MOTION CARRIED (4-0)**

**AGENDA MODIFICATIONS**

There were no agenda modifications.

**ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

There were no announcements, proclamations, or presentations.

**PUBLIC COMMENT**

There were no public comments.

**CONSENT AGENDA**

A **MOTION** was made by Board Vice Chair Abercrombie and **SECONDED** by Board Member Prince to approve the consent agenda for July 22, 2019. **MOTION CARRIED (4-0)**

**SIGNING OF VOUCHERS**

## **GOVERNANCE BOARD REGULAR MEETING MINUTES**

**July 22, 2019**

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The members of the Finance Committee signed the Voucher Approvals for July 22, 2019.

### **BOARD COMMITTEE REPORTS**

There were no Board Committee reports.

### **CHIEF'S REPORT**

Chief Marshall's report included the following:

- Members of the Quarter: Please join Chief Marshall in congratulating Carl Pedersen as Firefighter of the 2<sup>nd</sup> Quarter, Dan Hawkins as Officer of the 2<sup>nd</sup> Quarter, and Kyle Kauzlarich as Civilian of the 2<sup>nd</sup> Quarter.
- New Office of the Fire Marshal Member: We are pleased to welcome our new Deputy Fire Marshal, Nathaniel Savel, to our organization.
- Lunch with the Mayor: On Thursday, July 11, the mayor and Chief Marshall met to discuss RRFA/City transitions and governance issues related to Valley Communications Center.
- I-405 City of Renton/WSDOT Executive Meeting: On Monday, July 15, Chief Marshall met with City employees and WSDOT staff to discuss the construction schedule and impacts to proposed modifications to the I-405 system through Renton. Construction could begin as soon as next year, but they must first evaluate bids that are due in August.
- Cammack Fiduciary Training: On Tuesday, July 16, Chief Marshall attended a fiduciary training with the Cammack group for our TIAA 457 retirement plan. This training is required annually to ensure that fiduciaries are continually acting in the best interest of plan participants.
- Meeting with Valley Communications Center Operations: On Wednesday, July 17, Chief Marshall visited with Chief Morris (Puget Sound Fire) and Valley Communications Center Director Lora Ueland to discuss operations, finance, and governance issues. The meeting was productive. The RFA is no longer considered an owner of Valley Comm, but a contract agency. We are working to build a service level agreement to help justify costs to the RFA.
- Bid Law Requirement Changes: Washington State Bid Law requirements are changing on July 28<sup>th</sup>. The staff will be preparing an updated procurement policy to present at a future meeting.

### **DEPARTMENT REPORTS**

All department reports were provided to the Board for their review.

### **CORRESPONDENCE**

There was no correspondence.

### **UNFINISHED BUSINESS**

#### **Governing Board Committee Formation and Bylaws**

At the July 8, 2019 Board Meeting, the Board was in agreement that separate committees should be created for things such as Finance, Fleet and Facilities. Counsel stated that a resolution would need to be drafted to amend the bylaws that are currently in place regarding committees.

Attorney Snure has reviewed the Bylaws and has proposed changes. A summary of these changes include:

- Updated timeline for agenda preparation.

## GOVERNANCE BOARD REGULAR MEETING MINUTES

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- Removed Board Member Reports, per our previous discussion.
- Moved Voucher Signing up in bylaws.
- Removed redundant language regarding governance board compensation.
- Removed Citizens Advisory Committee and Finance Committee, and added Budget/Finance, and Operations /Capital Committees.

The proposed bylaw changes are being submitted for board discussion only. If the board agrees with the changes, we will bring them forward at the next meeting. No action was taken.

### **NEW BUSINESS**

#### RRFA 2020 Budget Calendar

The attached calendar outlines the dates for the major milestones in the budgeting process taking into account meeting dates and known holidays.

If the Governance Board decides to reduce the number of meetings to once per month, we will need to call two special meeting in order to meet all deadlines.

It was decided to hold off on approving the proposed 2020 budget calendar until the bylaws are finalized. No action was taken.

#### Professional Services Agreement – Canviz

We are moving into the professional services phase of our IT stand-up process and have selected a vendor to configure, implement, and migrate our Office 365, Azure Active Directory, Email, and Sharepoint programs.

Staff interviewed six professional services companies to discuss implementation and migration of our MS Office Systems. After discussing the project with each vendor, they were invited to propose costs and statements of work (SOW). Staff chose Canviz for both their ability and price.

A **MOTION** was made by Board Member Prince and **SECONDED** by Board Vice Chair Abercrombie to approve the Professional Services Agreement with Canviz as proposed and authorize the Chief to sign the agreement as presented. **MOTION CARRIED (4-0)**

### **GOOD OF THE ORDER**

At 10:39 a.m., a recess was called for 15 minutes so that Deputy Chief Chuck DeSmith, and Facilities Manager Kyle Kauzlarich, could provide the Governance Board with a tour of Fire Station 17.

The meeting reconvened at 10:51 a.m.

### **EXECUTIVE SESSION**

*Executive Session pursuant to RCW 42.30.140(4), collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement.*

*Executive Session pursuant to RCW 42.30.110(i), To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body,*

## GOVERNANCE BOARD REGULAR MEETING MINUTES

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*or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.*

Executive Session was called at 10:52 a.m. for 15 minutes. At 11:09 a.m., another five minutes was requested. The meeting reconvened at 11:12 a.m.

### **FUTURE MEETINGS**

The next meeting is scheduled for Monday, August 12, 2019, 10:00 a.m. at Fire Station #13 (18002 108<sup>th</sup> Ave S.E., Renton).

### **ADJOURNMENT**

The meeting was adjourned at 11:13 a.m.

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Armondo Pavone, Board Chair

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Linda Mann, Administrative Secretary

**VOUCHER APPROVAL FOR AUGUST 12<sup>TH</sup>, 2019 MEETING**

**AUDITING OFFICER CERTIFICATION**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Renton Regional Fire Authority, and that I am authorized to authenticate and certify said claim.

Auditing Officer: \_\_\_\_\_

Rick Marshall, Fire Chief

**AUDIT COMMITTEE**

The vouchers below have been reviewed and certified by individual departments and the RFA's Auditing Officer as required by RCW's 42.24.080 & 090, and a list of vouchers has been provided for review by the Finance Committee.

The undersigned members of the Finance Committee of the Renton Regional Fire Authority do hereby approve for payment accounts payable vouchers totaling \$953,521.63, payroll vouchers and direct deposits totaling \$517,141.76

<b>A/P Vouchers</b>	<b>Payment Date</b>	<b>Numbers</b>	<b>Amount</b>
Checks	07/16/2019 - 07/31/2019	11216-11277	\$497,305.26
EFTs	07/16/2019 - 07/31/2019		\$129,781.52
Bank Drafts	07/16/2019 - 07/31/2019		\$326,434.85
<b>TOTAL A/P</b>			<b>\$953,521.63</b>
<b>Payroll Vouchers</b>	<b>Payroll Date</b>	<b>No. of Vouchers</b>	<b>Amount</b>
Direct Deposits	7/25/2019	165	\$517,141.76
Payroll Checks	7/25/2019	0	\$0.00
<b>TOTAL PAYROLL</b>		<b>165</b>	<b>\$517,141.76</b>
<b>TOTAL CLAIMS</b>			<b>\$1,470,663.39</b>

Renton Regional Fire Authority Finance Committee:

\_\_\_\_\_  
Kerry Abercrombie, Board Member

\_\_\_\_\_  
Ed Prince, Board Member

\_\_\_\_\_  
Myron Meikle, Board Member

\_\_\_\_\_  
Marcus Morrell, Board Member

\_\_\_\_\_  
Don Persson, Board Member

\_\_\_\_\_  
Armondo Pavone, Chairperson



## RENTON REGIONAL FIRE AUTHORITY

# M E M O R A N D U M

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**DATE:** August 12, 2019

**TO:** Armondo Pavone, Chairperson (City of Renton)  
Myron Meikle (Fire District 25)  
Kerry Abercrombie (Fire District 25)  
Marcus Morrell (Fire District 25)  
Ed Prince (City of Renton)  
Don Persson (City of Renton)  
Linda Sartnurak (Non-voting Advisory Position, Fire District 40)

**FROM:** Rick Marshall, Fire Chief

**SUBJECT:** **Renton Regional Fire Authority Chief's Report**

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**1. Congratulations are in order**

Congratulations to Administrative Supervisor Christine Noddings for graduating with her Associate Degree in Science from Green River College. This degree is the first step in Christine's plan for continued education toward a life-long career in Fire.

Congratulations to Deputy Fire Marshal Sara Ferguson for successfully completing her International Code Council (ICC) Fire Inspector I certification. This certification is a means to demonstrate proficiency in the Fire Code and is recognized nationally as the first level of credentialing for the Fire Inspector profession through the ICC.

**2. Budget Kickoff Meeting**

On July 24, approximately twenty (20) members attended our annual budget kickoff meeting. We had a chance to go over essential information regarding the upcoming 2020 budget-planning season.

### **3. Open House Event**

One of the suggestions from our Citizen Advisory Panel was to hold Open Houses at our local fire stations. I am excited to announce that there will be an Open House Event held at all Renton Fire stations from 1-4pm on the following dates that will include a station tour, apparatus tour, hose spray activity, free blood pressure and blood sugar testing, firefighter gear try-on. Katie Lewis, Communications Manager, will be present to take photos and live-post the event on social media. Each station Captain will be available to coordinate and answer questions for each station's event.

- Station 11 – 9/7 (Saturday)
- Station 12 – 9/14 (Saturday)
- Station 13 – 9/21 (Saturday)
- Station 14 – 9/29 (Sunday because they drill Saturday)
- Station 15 – 10/5 (Saturday)
- Station 16 – 10/12 (Saturday)
- Station 17 – 10/19 (Saturday)

### **4. Contracts**

Per policy, I am notifying the Board of the following contract purchases:

- Custodial Services Contract for 2020 - \$37,950.00
- Vehicle MDC Replacement Upfitting - \$42,838.09

Both are services formerly provided by the City of Renton that we will be responsible for after January 1, 2020.



Mercer Island Fire Department  
3030 78<sup>th</sup> Avenue SE • Mercer Island, Washington 98040-3732  
(206) 275-7607 • Fax (206) 275-7970



July 31, 2019

Chief Rick Marshall  
Renton Regional Fire Authority  
18002 108<sup>th</sup> Avenue SE  
Renton, Washington 98055

Re: Mutual Aid – Luther Burbank Park

Dear Chief Marshall:

I want to extend my deepest “Thanks” to you and your responders that assisted in the Dive/Rescue call off the beach of Luther Burbank Park on Sunday, July 21<sup>st</sup>.

Your Dive Team and Battalion Chief responded very quickly and upon arrival, wasted no time getting in the water to assist with locating the swimmer. Having your team there proved of extreme value and they executed their search pattern with flawless execution. Their experience was evident. They located the swimmer, who had been under the water for far too long to have a chance of surviving, and brought him to the surface and shore.

Unfortunately, this outcome was tragic and the swimmer did not survive. Having your crews there with us, and melding into the command system so seamlessly, is a tribute to their professionalism and abilities. They are a valuable asset to your community and the broader community of the fire service.

Thank you and with appreciation,

A handwritten signature in black ink, appearing to read 'Steve Heitman'.

Steve Heitman, Fire Chief



## Governing Board Agenda Item

SUBJECT/TITLE: Revised GB Bylaws and Resolution for New Meeting Agenda

STAFF CONTACT: S. Babich

### SUMMARY STATEMENT:

Board conversation and determination of potential efficiency in conducting committee meetings for specific areas, including, but not limited to: Fleet and Facilities Capital Purchase and Planning, Annual Budget and Finance. This may allow for streamlining of regular meetings by conducting conversations of greater depth and specificity with staff prior to an item coming before the entire Board.

### FISCAL IMPACT:

Expenditure N/A Revenue \_\_\_\_\_

Currently in the Budget Yes ☐ No ☐

### SUMMARY OF ACTION:

Changes suggested by Attorney Snure have been applied, per GB approval during the last meeting.

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

Final version of Bylaws, and Resolution No. 3 to establish a regular meeting schedule.

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to adopt the revised GB Bylaw changes as presented and to adopt Resolution 2019-03 which identifies our new regular meeting schedule.

**RENTON REGIONAL FIRE AUTHORITY  
BYLAWS AND GOVERNING RULES  
(Revised August 12, 2019)  
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**SECTION - 1.        AUTHORITY**

- 1.1.    Creation.** The Renton Regional Fire Authority “Renton RFA” or “RFA” was created by the voters pursuant to chapter 52.26 RCW effective July 1, 2016.
- 1.2.    Governance Board.** The Renton RFA Plan authorized a Governance Board with the authority set forth in the RFA Plan and under Title 52 RCW and other applicable provisions of the Revised Code of Washington.
- 1.3.    Purpose.** The Renton RFA Governance Board hereby establishes the following governance policies and rules for the conduct of Board meetings, proceedings and business. These rules shall be in effect upon adoption by resolution of Board and until such time as they are amended or new rules are adopted in the manner provided by these rules.

**SECTION - 2.        BOARD MEMBERSHIP/QUORUM/VOTING/VACANCIES**

- 2.1.    Board Membership.** Pursuant to the Renton RFA Plan, the Governing Board consists of six voting members: three current seated elected members of the Board of Commissioners of King County Fire Protection District No. 25, three current seated City of Renton Councilmembers appointed by the Renton City Council and one nonvoting advisory

positions from each of the contracting agencies consisting of an elected official appointed by that agency's elected body.

- 2.2. City Positions.** The Renton City Council shall appoint their respective Board members for at least one year terms with such terms beginning in January. In the event of a vacancy in a City position, the City Council shall immediately fill the vacancy.
- 2.3. District Positions.** The District positions shall be determined by the election laws governing fire protection districts. In the event of a vacancy, the Board of Commissioners of the District shall fill the vacancy in the manner provided by statute.
- 2.4. Quorum.** A quorum shall constitute a minimum of two Renton City position board members and two District position board members.
- 2.5. Voting.** The Board shall act by majority vote except where statutory requirements require a supermajority or unanimous vote in which case the statutory requirement shall control. Voting shall occur as follows:

  - (a) 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 Board member during a voice vote shall be recorded as a vote with the prevailing side, except where such a Board member abstains because of a stated conflict of interest or appearance of fairness.
  - (b) Roll call vote.** A roll call vote may be requested by the Chair or by any Board member.
  - (c) Abstentions.** It is the responsibility of each Board member to vote when requested on a matter before the full Board. However, a Board member may abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness.
  - (d) Votes by Chair.** The Chair may vote on the same basis as any other Board member.
- 2.6. Remote Attendance.** Board members may attend meetings remotely provided that such arrangements are made in advance with the Board Secretary and provided that technology permits the remote Board member to hear and be heard by the other Board members and any public and staff attending the meeting.
- 2.7. Absences.** Board members 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 Board member as having an excused absence unless the Board approves a motion declaring the absence to be unexcused. In the event a Board member fails to notify the Chair or Board Secretary of an absence the absence will be unexcused unless the Board approves a motion declaring the absence to be excused.
- 2.8. Removal of Board Member.** If a Board member has three unexcused absences from three consecutive regularly scheduled meetings of the Governance Board the Board Member

shall be removed from the Board and that member's position shall be considered as a vacancy to be filled in accordance with paragraphs 2.2 and 2.3. The Board Secretary shall notify the Board member by mail after two consecutive unexcused absences that the position will be declared vacant if the Board member is absent without being excused from the next regularly scheduled meeting of the Governing Board. Removal of a Fire District Commissioner under this provision shall also result in a vacancy on the Fire District Board of Commissioners pursuant to RCW 52.14.050. Removal of City Council Board member under this provision shall not affect the City Council member's status as a City Council member.

- 2.9. Changes in Governance Board.** Section 5 of the RFA Plan permits the Board to modify the membership of the governance board by majority vote of the Governance Board. If a Board member wishes to propose a modification of the membership on the Governance Board, such member shall propose the modification in writing. The Board shall consider the proposal within a 90 day period unless such period is extended by a majority vote of the Board. Changes to the Governance Board must comply with RCW 52.26.080.

### **SECTION - 3. BOARD MEETINGS**

- 3.1. Open Public Meetings.** All meetings of the RFA 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 shall be responsible for preparing agendas for all RFA Board meetings. The Board Secretary 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.
- 3.2. Recording of Meetings.** Unless waived by the Board, all Board meetings shall be recorded and such recordings shall be retained pursuant to the applicable record retention requirements. In no event shall executive sessions or closed meetings be recorded.
- 3.3. Regular Meetings.** The date, time and location of the regular meetings of the Governance Board shall be established by Resolution of the Board.
- 3.4. Special Meetings.** Special Meetings may be called by the Chair or by any four members of the Board by written notice delivered to each member of the Board in the manner required by RCW 42.30.080.
- 3.5. Emergency Meetings.** Emergency meetings may be called by the Chair, in accordance with RCW 42.30.070.
- 3.6. 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 Board members, including ex-officio members, and such other staff members and consultants authorized by the Chair or a majority of the Board members. The public is restricted from attendance. Executive and closed sessions shall not be electronically recorded.

- 3.7. Cancellation of Meetings.** Meetings may be canceled by a majority vote of the Board and proper notice given by the Board Secretary.

#### **SECTION - 4. ORDER OF BUSINESS/REGULAR BOARD MEETING AGENDA**

- 4.1. Agenda Preparation.** All items to be included on the Board's agenda for consideration should be submitted to the Board Secretary, in full by end of day on the first Monday of each month. The Board Secretary 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 be prepared by the Board Secretary and distributed to Board members the Friday prior to the meeting as the official agenda for the meeting. The Board Secretary shall also cause the agenda to be posted on the RFA's website at least 24 hours in advance of each regular meeting. The agenda format of the Regular Governance Board meeting shall be determined by the Board Chair but shall be generally structured as follows:

- (a) Call to order.** The Chair shall call the meeting to order.
- (b) Flag salute.** The Chair, Board members and, at times, invited guests will lead the flag salute.
- (c) Roll call.** The Chair will call the roll. Board members may request to be excused from a meeting by requesting the same of the Chair in advance of the meeting.
- (d) Agenda modifications.** Changes to the Board's published agenda may be requested and announced by the chair at this time or the agenda may be modified by a majority vote of the governing board.
- (e) 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.
- (f) Public Comment.** Members of the audience may comment on items relating to any matter related to RFA 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 8 of these Bylaws. Citizens may also speak on individual agenda items on the printed agenda at the time they are considered by the Board as requested by the Chair.
- (g) 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 Board member may remove any item from the Consent Agenda for separate discussion and action.
  - (i)** Approval of minutes.
  - (ii)** Fixing dates for public hearings and appeals.

- (iii) Approval of claims and vouchers, bid awards and contracts.
  - (iv) Approval of surplus property.
  - (v) Other items designated by the Governance Board.
- (h) **Voucher Signing.**
- (i) **Board Committee Reports.** Board Committee Chairs report on action and activities of their respective Board Committees.
- (j) **Chief's Report.** The Chief, or Chief's designee, shall provide a report informing the Board of the operations of the RFA.
- (k) **Division Reports.** When requested by the Board, the Chair or the Chief, division heads shall provide reports to the Board on issues of general interest and importance to the Board.
- (l) **Correspondence.** The Board Secretary or Chief shall report to the Board regarding correspondence received that is relevant to the Board's proceedings. The content of the correspondence shall be summarized but shall not, unless requested by a Board member, be read into the record.
- (m) **Unfinished Business.** Unfinished business of a general nature.
- (n) **New Business.** Business that has not been previously before the Governance Board.
- (o) **Good of the Order**
- (p) **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.
- (q) **Future Meetings.**
- (r) **Adjournment.**
- 4.2. **Recess.** The foregoing agenda may be interrupted for a stated time as called by the Chair to recess for any reason.
- 4.3. **Resolutions.** The Board may take action by motion or by Resolution. When action is taken by Resolution the following requirements and procedures shall apply:
- (a) All resolutions shall be in writing, and the titles thereof shall be read aloud by the RFA Attorney or Chair prior to a vote being called on their passage, provided that any Board member may upon request, have a full reading of the text of a proposed

resolution prior to the vote on its passage. It shall not require a second to the request for a full reading of a resolution. It is further provided, however, that the requirement for a reading of the title of the proposed resolution, or a full reading of the text of the proposed resolution may be waived upon a motion duly made, seconded and approved by a majority of the Board members in attendance at the Board meeting.

- (b) Discussion and debate by the Governance Board on resolutions will be held prior to the vote on a resolution. Board members shall decide whether or not to amend the resolution, or direct staff to further review the proposed resolution. A resolution shall be passed by a majority vote of a quorum of the Board.

## **SECTION - 5. BOARD CHAIR SELECTION/DUTIES/BOARD SECRETARY.**

**5.1. Selection of Chair.** Annually at the first meeting in January of each year, or if required at other times by changes in the Board membership, the members thereof, by majority vote, shall designate one Board Member to serve as Chair and one Board Member to serve as Vice Chair for the ensuing year. If the Chair is a City Board member the Vice Chair shall be a District Board Member. If the Chair is a District Board member the Vice Chair shall be a City Board Member. Nominations will be called for and closed by the governing Board before the vote. The Vice Chair shall serve in the absence or temporary disability of the Chair.

**5.2. 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.

### **5.3. Duties of the Chair:**

- (a) Shall preserve order and decorum at all meetings of the Board and cause the removal of any person from any meeting for disorderly conduct;
- (b) Shall observe and enforce all rules adopted by the Board;
- (c) Shall decide all questions on order, in accordance with these rules, subject to appeal by any Board member;
- (d) Shall recognize Board members in the order in which they request the floor, giving every Board member who wishes an opportunity to speak, provided that the mover of a motion shall be permitted to debate it first, and provided that the Chair may also allow discussion of an issue prior to the stating of a motion when such discussion would facilitate wording of a motion;
- (e) May affix approximate time limit for each agenda item;
- (f) When matters on the agenda are placed, or are able to be placed under more than one classification or category, as defined by the Order of Business, and the matters

involve or are closely related to other subject matter, then the Chair may, in the Chair's discretion, present such matters before the Board, for discussion, consider and vote, at a different place in the agenda without the necessity of any vote thereon, notwithstanding their initial different placement on the written agenda.

- 5.4. Appointment of Board Secretary.** The Board shall, by motion and vote at an open public meeting, appoint a Board Secretary to perform the duties set forth in these Bylaws and other such duties as assigned by the Board.

## **SECTION - 6. BOARD MEMBER REMARKS**

- 6.1. Remarks.** Board members desiring to speak shall address the presiding officer, and when recognized, shall confine him/herself to the question under debate.
- 6.2. Questioning.** Any member of the Board, including the Chair, shall have the right to question any individual, including members of the staff, on matters germane to the issue properly before the Board for discussion. Under no circumstances shall such questioning be conducted in a manner to the extent that such would constitute a cross-examination of or an attempt to ridicule or degrade the individual being questioned.

## **SECTION - 7. CONDUCT AT MEETINGS/DEBATES/RULES OF PROCEDURE**

- 7.1. Speaking to the Motion.** No member of the Board, including the Chair, shall speak more than twice on the same motion except by consent of the majority of the Board members present at the time the motion is before the Board.
- 7.2. 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.
- 7.3. 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.
- 7.4. Transgression.** If a member of the Board shall transgress these rules on debates, the Chair shall call such member to order, in which case such member shall be silent except to explain or continue in order. If the Chair shall transgress these rules on debate or fail to call such member to order, any other member of the Board may, under a point of order, call the Chair or such other member to order, in which case the Chair or such member, as the case may be, shall be silent except to explain or continue in order.
- 7.5. 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.

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

- (a) 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.
- (b) A motion that receives a tie vote is deemed to have failed.
- (c) When making motions, Board members shall be clear and concise and not include arguments for the motion within the motion.
- (d) After a motion has been made and seconded, the Board members may discuss their opinions on the issue prior to the vote.
- (e) If any Board member wishes to abstain, from a vote, that Board member 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 Board member perceives a need to abstain, provided that, prior to the time that a Board member gives advice of an intent to abstain from an issue, the Board member shall confer with the RFA Attorney to determine if the basis for the Board member's intended abstention is appropriate. If the intended abstention can be anticipated in advance, the conference with the RFA Attorney should occur prior to the meeting at which the subject matter would be coming before the Governance Board. If that cannot be done, the Board member should advise the Governance Board that he/she has an "abstention question" that he/she would want to review with the RFA Attorney, in which case, a brief recess would be afforded the Board member for that purpose.
- (f) A motion may be withdrawn by the maker of the motion at any time without the consent of the Board.
- (g) 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 Board members' 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.

- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- (n) Debate of a motion only occurs after the motion has been moved and seconded.
- (o) The Chair, RFA Attorney or Board Secretary should repeat the motion prior to voting.
- (p) When a question has been decided, any Board member 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.
- (q) The RFA 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.
- (r) These rules may be amended, or new rules adopted, by a majority vote of the full Board.

## **SECTION - 8. PUBLIC COMMENTS**

- 8.1.** 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 place of residence for the record, and limit their remarks to three (3) minutes, in addition to filling out the speaker sign-in sheet available at the Board Secretary's desk. All remarks will be addressed to the Board as a whole. The Board Secretary shall serve as timekeeper. The Chair may make exceptions to the time restrictions of persons addressing the Board when warranted, in the discretion of the Chair.

- 8.2.** 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.

## **SECTION - 9. PUBLIC HEARINGS AND APPEALS**

- 9.1. 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:

- (a) The Fire Chief or designee will present the RFA's position and findings. Staff will be available to respond to Board questions.
- (b) The proponent spokesperson shall speak first and be allowed (10) minutes unless extended by the Chair. The Board may ask questions.
- (c) 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.
- (d) The Board Secretary shall serve as timekeeper during these hearings.
- (e) After each proponent and opponent spokesperson have used their speaking time, Board may ask further questions of the speakers, who shall be entitled to respond but limit their response to the question asked.

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

- (a) The Fire Chief or designee shall present the issue to the Board and respond to questions.
- (b) 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.
- (c) The Board Secretary shall serve as timekeeper during these hearings.
- (d) 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.
- (e) The hearing will then be closed to public participation and open for discussion among Board members.

- 9.3.** 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.

## **SECTION - 10. BOARD MEETING STAFFING**

- 10.1. Fire Chief.** The Fire Chief or designee shall attend all meetings of the Board unless excused.
- 10.2. RFA Attorney.** The RFA Attorney shall attend all meetings of the Board unless excused by the Chair and shall upon request, give an opinion, either written or oral, on legal questions. The RFA Attorney shall act as the Board's parliamentarian.
- 10.3. Board Secretary.** The Board Secretary shall attend all meetings of the Board unless excused by the Chair or the Chief and in such event, an acting Board Secretary shall be designated to attend the meeting by the Chair or the Chief.

## **SECTION - 11. BOARD RELATIONS WITH STAFF**

- 11.1. Mutual Respect.** There will be mutual respect from both RFA staff and Board members of their respective roles and responsibilities when, and if, expressing criticism in a public meeting.
- 11.2. Roles.** RFA staff will acknowledge the Board as policy makers, and the Board members will acknowledge RFA staff as administering the Board's policies.
- 11.3. Communications.** All written informational material requested of RFA staff by any individual Board members shall be submitted to (or made available to) all Board members unless other reasons preclude such distribution, in which case the reasons shall be communicated to the Board members by the Chair or designee.
  - (a)** Board members shall not attempt to coerce or influence RFA staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of RFA licenses or permits.
  - (b)** Board members shall not attempt to change or interfere with the operating rules and practices of the RFA.
  - (c)** No Board member 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.
  - (d)** 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 RFA staffing levels, the request must be made through the Chair.

## **SECTION - 12. BOARD COMMITTEES AND CITIZEN ADVISORY BOARDS**

- 12.1.** The Standing Committees of the Governance Board of the Renton RFA are as follows:
  - (a)** Budget/Finance—responsible for expense/voucher review and participation in budget creation/management

- (b) Operations and Capital—responsible for review of operational performance measures and capital projects and purchases.
- 12.2. 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 Legal Fund v. San Juan County*, 184 Wn.2d 428 (2015).
- 12.3. Board Committees shall consist of at least one City of Renton Board Member and One District 25 Board member.
- 12.4. Board Committees shall not consist of a quorum of the Governing Board as defined in these rules.
- 12.5. Board Committee meetings shall be held on the fourth Monday of the month at a location to be determined by the Committees. The Committees may meet at additional times and locations as the Committee determines.
- 12.6. 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.

#### **SECTION - 13. BOARD REPRESENTATION**

- 13.1. If a Board member appears on behalf of the RFA before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Board member 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 Board member clarifies that these statements do not represent the Governance Board's position. Board members need to have other Board member's concurrence before representing another Board member's view or position with the media, another government agency or community organization.

#### **SECTION - 14. CONFIDENTIALITY**

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

#### **SECTION - 15. BOARD COMPENSATION**

- 15.1. **Governing Board Member Compensation.** The Renton RFA Plan provides that the members of the Governing Board shall receive compensation in the manner provided in RCW 52.14.010. It is the function of the Governing Board to approve the services that any members are authorized to perform for the RFA. Members of the Governing Board

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

- (a) Actual attendance at all regular and special meetings of the Board.
- (b) Actual attendance at King County Fire Commissioner Association Meetings.
- (c) Attendance at other RFA related activities provided that either the Board, the Board chair or the Board vice chair has approved such attendance in advance.

**15.2. Waiver of Board Member Compensation.** Any Board Member 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.

**15.3. Governing Board Member Expense Reimbursement.** Governing Board members shall, on approval by the Chair, receive reimbursement of reasonable expenses incurred in attending activities, meetings and events held outside of the RFA including the following:

- (a) Mileage reimbursement for use of personal automobiles at the RFA approved rate together with parking fees, ferry fees, etc.
- (b) Registration fees for conferences, seminars and educational classes related to governance of the RFA.
- (c) Actual expenses for overnight accommodations when required by the nature of the activity attended (receipts required) not to exceed per diem rates as posted on the General Services Administration (GSA) Federal Per Diem Rates website .
- (d) Actual Meal expense including gratuity (receipts required) when meals are not provided in the registration fee at an event attended not to exceed per diem rates as posted on the General Services Administration (GSA) Federal Per Diem Rates website.

## **SECTION - 16. ACCESS TO RFA RECORDS**

**16.1.** Each Governing Board Member shall have access to RFA records during regular business hours of the RFA; provided, that the review or examination of the records shall not interfere with the normal operation of the RFA staff. Governing Board members shall not remove original RFA records from the RFA stations. The administration shall provide copies of records requested by Governing Board members subject to the following limitations:

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

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

- 16.4.** RFA records and information obtained from RFA records may not be used by Governing Board members for non-RFA business nor disclosed to unauthorized persons.

## **SECTION - 17. PERSONAL LIABILITY PROTECTION**

- 17.1. Insurance.** The Governing Board members shall be included as named insureds on all applicable RFA insurance policies. In the event a Governing Board Member shall be individually named as a defendant in any litigation arising out of the performance by the Governing Board Member of RFA business and the RFA's insurance carrier shall deny coverage and refuse to provide defense to the action, the RFA shall provide the Governing Board member with defense coverage and liability protection subject to the following conditions:

- (a) The cause of action must have arisen as a result of the action or non-action of the Governing Board member while acting within the scope and authority of the office of Governing Board member.
- (b) The cause of action must not have arisen as a result of intentional, willful, or criminal conduct of the Governing Board member.

- 17.2. Liability Protection Procedure.** The following procedure shall be used to determine if the RFA shall provide the defense and liability coverage for a Governing Board member.

- (a) The matter shall be referred to the RFA's attorney for investigation and review.
- (b) The RFA's attorney or designee shall fully investigate the facts and circumstances of the litigation and the actions of the defendant Governing Board member.
- (c) The RFA's attorney shall report to the Board of Governing Board members in writing the results of the investigation and research. A copy of the report shall be furnished to each Governing Board member under the attorney-client communication privilege.
- (d) The Board of Governing Board members shall make the final determination based on the report and investigation of the attorney.

## **SECTION - 18. ETHICS**

- 18.1. Purpose.** The RFA and its Governing Board members find that the proper operation of a regional fire authority, 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 Governing Board members of this RFA.
- 18.2. Policy.** The policy of the RFA 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 RFA is to establish and maintain the highest ethical standards for its leaders, so that they may

establish an example for all RFA employees to emulate. The expectations of the Board and the RFA 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.

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

- (a) 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.
- (b) Minor Infraction: A minor infraction means any ethics code violation not deemed to be major.
- (c) 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.
- (d) 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.
- (e) 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 Governing Board member, would be an example of a violation of the oath of office.

**18.4. Prohibited Conduct-** A Governing Board member Shall Not:

- (a) 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 Governing Board member's duties.
- (b) 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 Governing Board member, 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.
- (c) Use his or her position to secure special privileges or exemptions for himself, herself, or others.
- (d) Give or receive or agree to receive any compensation, gift, reward, or gratuity from a source other than the RFA, for a matter connected with or related to the Governing Board member's services unless provided for by law.

- (e) 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 Governing Board member, or be considered as part of a reward for action or inaction.
- (f) Accept employment or engage in business or professional activity that the Governing Board member 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.
- (g) Neither disclose confidential information gained by reason of the Governing Board member's position, nor may the Governing Board member otherwise use such information for his or her personal gain or benefit.
- (h) Except in the course of official duties or incident to official duties, assist any person, directly or indirectly, in a transaction involving the RFA, where such Governing Board Member's assistance is, or to a reasonable person would appear to be, enhanced or affected by the Governing Board Member's position.
- (i) Employ or use any RFA employee or other person, RFA funds or money, or RFA property under the Governing Board Member's official control or direction, or in his or her official custody, for the private benefit or gain of the Governing Board Member, an employee of the RFA, 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 RFA functions or official duties, or otherwise allowed by law.
- (j) Use the facilities, personnel or resources of the RFA 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 42.17.130.
- (k) Participate, by voting or otherwise, in any issue that comes before the Board of Governing Board members, when the Governing Board Member has any direct or indirect personal or financial stake in the outcome of the matter.
- (l) Campaign for, or accept appointment or election to, any public office that would be incompatible with the office of Governing Board Member, if concurrently serving as a Governing Board Member.

**18.5. Recommended Conduct - At All times a Governing Board member Should:**

- (a) Uphold the Mission, Vision and Values of the RFA
- (b) Respect and comply with the law.
- (c) Act at all times in a manner that promotes public confidence in the office of Governing Board Member.

- (d) Participate in establishing, maintaining, and enforcing high standards of conduct and personally observe those standards.
- (e) Exhibit unquestionable integrity and have an uprightness of character and soundness of moral principle.
- (f) Show respect for others through temperance, fairness and civility in the execution of their duties and conduct of their personal life.
- (g) Have the courage to do what is right and stand up for those without power or authority.
- (h) Have compassion that is inherent to understanding another's problems while controlling and understanding personal feelings.
- (i) Conduct political campaigns in an honest and forthright manner, without attacking others in a negative way.
- (j) Lead by example.
- (k) Never forget that public office requires public trust and confidence.

#### **18.6. Exceptions.**

- (a) A Governing Board Member is allowed by state statute to be financially involved in a contract with the RFA, so long as payment to the Governing Board Member or his/her business does not exceed \$1,500.00 in any calendar month, provided that such Governing Board Member shall not vote on any such contract in which he/she is beneficially interested. Moreover, such interest shall be disclosed to the governing body and noted in the minutes before formation of the contract.
- (b) A Governing Board Member 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).
- (c) A Governing Board Member is not deemed to have an interest in a contract, as those terms are used herein, if the Governing Board Member has only a remote interest in the contract, so long as disclosure is made. A remote interest means, for example, the interest of a non-salaried officer of a nonprofit corporation, the interest of a mere employee of a contracting party, where the compensation of that employee (Governing Board Member) 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 Governing Board Member who attempts to influence, or does influence other RFA officers with respect to entering into the contract.

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

RENTON REGIONAL FIRE AUTHORITY  
RESOLUTION NO. 2019-3  
ESTABLISHING REGULAR MEETING SCHEDULE  
(RCW 42.30.070)

**WHEREAS**, RCW 42.30.070 and Section 3.3 of the Renton Regional Fire Authority Governing Board Bylaws requires the Governing Board to establish its regular meeting schedule by Resolution.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Governing Board of the Renton Regional Fire Authority hereby adopts the following schedule for the regular monthly meetings of the Renton Regional Fire Authority Governing Board.

The second Monday of the month at 10:00 a.m. at Fire Station #13 (18002 108<sup>th</sup> Ave. S.E., Renton).

**Adoption:** ADOPTED by the Governing Board of Renton Regional Fire Authority, at a special open public meeting of such Board on the 12<sup>th</sup> day of August 2019 the following Board Members being present and voting:

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member



## Governing Board Agenda Item

SUBJECT/TITLE: 2020 - Landscape Maintenance Contract

STAFF CONTACT: D/C DeSmith

### SUMMARY STATEMENT:

Enter into contract for 2020 with Plantscapes Horticultural Services to service all RRFA owned facilities. Contract for service will begin January 1st, 2020. Contract will enhance landscaping service previously done under ILA by the CoR.

### FISCAL IMPACT:

Expenditure \$60,650.00 w/ tax Revenue \$0

Currently in the Budget Yes ☐ No ☒

### SUMMARY OF ACTION:

Plantscapes will perform monthly service along with emergency call out by RRFA Facilities Manager. Scope includes service for: lawn, beds, trees/shrubs, irrigation, sweep/blow, fertilize. The Facilities Manager has full control on special needs for each facility, and services can be altered with written notice.

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

Plantscapes submitted bid.

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the contract proposal to be placed in 2020 budget, and authorize the Fire Chief to sign.

## SECTION 5 - PROPOSAL FORM

### PROPOSAL FOR CONTRACT LANDSCAPE MAINTENANCE

PROPOSAL DUE: 11:00 a.m.  
Friday, July 26<sup>th</sup> 2019

To: RENTON REGIONAL FIRE AUTHORITY  
18002 108<sup>TH</sup> AVENUE SE  
RENTON, WA 98055

The undersigned hereby certifies that they have carefully examined the Request for Proposal entitled "CONTRACT LANDSCAPE MAINTENANCE" and they have examined the sites of the work and the locations where said work is to be performed, and fully understands the manner in which payment is proposed to be made for the cost thereof, hereby proposes to furnish all materials and to perform all labor which may be required to complete said work upon the terms and conditions provided in the said Request for Proposal for consideration of the following amount:

#### PROPOSAL

For all work specified in the Request for Proposal for Contract Landscape Maintenance, the lump sum of: Fifty Five Thousand One Hundred and Fifty Two dollars (\$ 55,152.00 ) plus applicable sales tax, PER YEAR. With a 3% increase each year.

The breakdown of cost is requested in Section 8 for the RFA budget purposes only. The lump sum cost per year provided above will be the only cost used in evaluating the lowest responsible bidder. The lump sum cost shall serve as a not to exceed cost for the services identified in the Scope of Work in Sections 7,8 and 9.

#### CONDITIONS OF PROPOSAL

##### **Overhead and Profit:**

The above Proposal Price shall include overhead and profit.

##### **SALES AND USE TAXES:**

Prices quoted in the Proposal shall NOT include local and state sales taxes applied to the RFA's payments. The RFA will pay the local and state sales taxes directly to the Contractor when applicable based on the monthly progress pay estimate. All other taxes as required by the laws and statutes of the State and its political subdivision shall be paid by the Contractor.

#### PERIOD OF PROPOSAL VALIDITY/ACCEPTANCE OF PROPOSAL

##### **Validity of Proposal:**

The undersigned hereby agrees this PROPOSAL as described in paragraph "A" shall be a valid and firm offering for the period of ninety (90) calendar days from closing time for the "Receipt of Proposals."

**Acceptance of Proposal:**

Within ninety (90) calendar days after the Proposal opening, the RFA will act either to accept the Proposal from the lowest responsible bidder or to reject all Proposals. The RFA reserves the right to request extension of such Proposal acceptance period. The acceptance of a Proposal will be evidenced by a written Notice of Intent to Award Contract to the Contractor whose Proposal is under consideration for acceptance, together with a request to furnish evidence of insurance to execute the agreement set forth in the Request for Proposal.

**EXECUTION OF CONTRACT**

If written "Notice of Intent to Award Contract" is mailed, faxed, emailed, or delivered to undersigned within the ninety day period noted above, or any time thereafter before this Proposal is withdrawn, the undersigned will, within the ten (10) calendar days after the date of such notification, sign the Contract and deliver to the RFA the required Certificates of Insurance, and will, to the extent of its Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all Work as specified or indicated in the Contract Documents.

**ADDENDA:**

The undersigned hereby acknowledges that the undersigned has received Addenda No's. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Undersigned shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and further agrees that his Proposal(s) includes all impacts resulting from said Addenda.

**EXECUTION OF PROPOSAL**

Name of Firm Plantscapes Inc.

Address 1127 Poplar Place South

City Seattle State WA Zip Code 98144

Telephone 206-623-7100 FAX 206-682-0772

The undersigned designates the above as the firm and address to which "NOTICE OF CONTRACT AWARD" may be mailed, hand delivered, or delivered via facsimile.

NOTE: If a Contractor is a corporation, write state of incorporation; and if a partnership, give full names and addresses of all partners below:

Washington

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned certifies that the above is a firm and valid PROPOSAL to accomplish all work and comply with all requirements of the Request for Proposal.

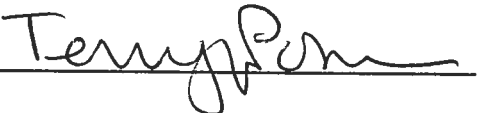
**Proposal Signature.** The Proposal shall be signed, as follows:

**Sole Proprietorship:** Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" in the Official Capacity line.

**Partnership:** Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" in the Official Capacity line.

**Corporation:** Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. If the Bid is signed by officials other than the president and secretary of the company, or the president / secretary / treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid.

**Joint Venture:** Each party of the joint venture shall sign in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

Name of Firm <u>Plantscapes Inc.</u>		
Signed by <u></u>	Official Capacity <u>President</u>	
Print Name <u>Terry Posner</u>		
Signed by _____	Official Capacity _____	
Print Name _____		
Signed by _____	Official Capacity _____	
Print Name _____		
Address _____		
City _____	State _____	Zip Code _____

Date	<u>7/25/2019</u>	Telephone	<u>206-623-7100</u>	FAX	<u>206-682-0772</u>
State of Washington Contractor's License No. <u>PLANT1*088cj</u>				UBI No. <u>600503881</u>	
Federal Tax ID # <u>91-1222963</u>			e-mail address: <u>mhilsenkopf@plantscapes.com</u>		

## SECTION 6 - INFORMATION TO BE SUBMITTED WITH PROPOSAL

Each contractor shall respond to all of the following requests/questions in a clear and comprehensive manner. An incomplete or inaccurate response may prevent the Contractor from further consideration for the services described in this Request for Proposal (RFA).

1. Contractor's Business Name: Plantscapes Inc.
2. Business address: 1127 Poplar Place South, Seattle WA 98144
3. Business phone: 206-623-7100 Fax: 206-682-0772
4. Contractor Registration- Washington State License Number PLANTI\*088cj Status:  
Active Yes: X No:
5. How many years have you been engaged in the contracting business under the present firm name? 58

**(Contractors with less than five (5) years in business shall be deemed non-responsive.)**

6. Describe the general character of work performed by your company: \_\_\_\_\_  
Exterior & Interior Landscape Maintenance
7. List five (5) references, including names, titles, and telephone numbers of contact persons, which you have provided services to in the past two (2) years. At least one reference shall be from a public safety agency such as City, or Fire Department. All such references shall be for services should be similar in scope to this RFP.)
- |    |                        |                     |              |                       |
|----|------------------------|---------------------|--------------|-----------------------|
| a) | City of Sammamish      | Dan Johnson         | 425-952-2118 | Right of way mowing   |
| b) | City of Mill Creek     | Tom Cathman         | 425-921-5722 | Landscape Maintenance |
| c) | Port of Seattle        | Nick Mayr           | 206-787-7542 | Landscape Maintenance |
| d) | City of Redmond        | Mason Wodds Skinner | 425-556-2184 | Landscape Maintenance |
| e) | City of Bellevue Parks | Dan Acker           | 425-452-6122 | Landscape Maintenance |

The RFA will contact all of the listed references and may conduct a site visit of one or more of the projects or contacts listed.

**Contractors that list fewer than five (5) references shall be deemed non-responsive.**

**Contractors that list fewer than one (1) public safety agency reference shall be deemed non-responsive.**

**Contractors that receive more than one (1) negative reference from the listed references shall be deemed non responsive.**

8. State of Washington Excise Tax Registration No.: 600503881

9. Industrial Insurance Account No.: 553 161-00 Account Current: Yes ☒ No ☐
10. Current UBI Number: 600503881 Account: Open ☒ Closed ☐
11. Employment Security Department (ESD)
- Number: 683904004
  - Documentation available from ESD: Yes ☒ No ☐
12. Is your company or any company with which the bidder is affiliated, listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes ☐ No ☒
13. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of this project should I be awarded the contract
- Company: Plantscapes Inc.
- Authorized Signature: Terry Posner
- Print Name and Title: Terry Posner, President

#### List of Subcontractors/Equipment

List all subcontractors for this contract and the work to be subcontracted to them.

N/A

Provide a general inventory of equipment, by type, that you currently own.

Enclosed Equipment List

#### Contractor's Rates

Provide standard cost per task and schedule of monthly expenses for services requested in this proposal (Section 8). This will serve as the basis of monthly payments (subject to not to exceed annual lump sum cost) and for any additional services requested on a temporary, one-time change upon completion of an approved Change Order.

Permanent changes to the Scope of Work will be made by a *Change Order*.

Describe the Contractor's on-call and emergency response procedures to deal with emergency requests. Provide a list of hourly rates for emergency services and any minimum call-out hours.

Enclosed Extra Services & Emergency Services

#### Other Information/Questions

Has the Contractor ever been terminated, replaced, or failed to complete work awarded under a contract? If so, name the client and describe the circumstances. **No**

Has the Contractor ever been named as a defendant in any litigation brought on by a client as a result of a contract? If so, describe the circumstances fully. **No**

#### Combined Affidavit and Certification Form

Contractor shall sign and submit the Combined Affidavit and Certification Form supplied in Exhibit B.

# Plantscapes Equipment as of March 25, 2019

## **Seattle**

3 Electric Blowers	1 air compressor
30 Blowers	1 air gun
13 Hedge Trimmers	1 Drill
13 Long Handle Trimmers	1 Skillsaw
21 weed eaters	2 Floor Jacks
7 Stick edgers	1 hand grinder
15 Honda 21" mowers	1 bench grinder
1 Exmark 30" mowers	1 Welding Machine
9 Exmark 36" mowers	1 Swival vice
7 Exmark 48" mowers	2 Chain Saws
2 Toro grandstands 52"	1 Concrete Saw
1 Toro grandstands 60"	1 Pressure Washer
1 Exmark Lazer 50"	1 Plate compactor
1 Exmark Lazer 60"	

## **Everett Satellite**

12 Blowers	bench grinder
5 Power shears	hand grinder
1 Chainsaw	air compressor
11 Weedeaters	air gun
4 Extension power shears	drill
6 Stick edgers	skill saw
6 Honda 21" mowers	floor jack
5 Exmark 36" mowers	shop vac
3 Exmark 48" mowers	5 Backpack sprayers
2 Exmark 52" mowers	1 Skag 36" mower
2 Toro grandstands 52"	

## **Tacoma Satellite**

6 Blowers	Air compressor
5 Power shears	Skill Saw
8 Weedeater	floor jack
5 Honda 21" mowers	6 Stick edgers
4 Exmark 36" mowers	4 Backpack sprayers

## **Vehicles**

60 Vehicles, consisting of vans, pick-ups and 350-650 heavy duty trucks.

**CONTRACTORS PROPOSAL FOR LANDSCAPE MAINTENANCE**

**Extra Services On Call Maintenance**

LABOR ACTIVITY	LABOR RATE PER HOUR
----------------	---------------------------

GENERAL LANDSCAPE MAINTENANCE LABOR	\$ 42.00
IRRIGATION MAINTENANCE LABOR	\$ 60.00
IRRIGATION CONSTRUCTION LABOR	\$ 60.00
GENERAL PRUNING cleanup ground person	\$ 42.00
PRUNING TECNITIAN small eq, no climbing, bucket or boom	\$ 55.00
SPECIALTY PRUNNING	\$ 60.00
PESTICIDE APPLICATIONS	\$ 60.00
LANDSCAPE CONSTRUCTION	\$ 60.00
HEAVY EQUIPMENT OPPPERATOR	\$ 75.00
TRUCK DRIVER	\$ 60.00
Minimum Call Out Hours	3 Hours

MATERIALS MARKUP PERCENTAGE	30%
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## **Plantscapes On Call And Emergency Procedures**

For on call and emergency service Monday – Friday 8am to 5pm Please call the main office at 206-623-7100 or your Customer Service Person.

After hours you will be given the emergency phone number to call.

## EXHIBIT B

### COMBINED AFFIDAVIT & CERTIFICATION FORM: NON-COLLUSION, MINIMUM WAGE (NON-FEDERAL AID)

#### NON-COLLUSION AFFIDAVIT

Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing Bid, and that such Bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other individual or entity to put in a sham bid, or to refrain from submitting a bid, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other bidder or bidders.

AND

#### MINIMUM WAGE AFFIDAVIT FORM

I, the undersigned, having duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

Plantscapes Inc.

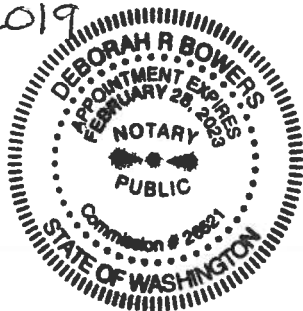
NAME OF BIDDER'S FIRM

*Terry Posner*

Terry Posner, President

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER

Subscribed and sworn to before me this 25th day of July, 2019,  
~~2014.~~ 2019



Notary Public in and for the State of  
Washington, residing at

Seattle Washington

Deborah R. Bowers

MY commission expires 02/28/23

Kent Fire Department RFA  
Landscape Maintenance Contract

EXHIBIT B - COMBINED AFFIDAVIT & CERT. FORM -1

**EXHIBIT C**  
**Certification of Compliance with Public Works Contractor Training Requirements**

The bidder hereby certifies that the bidder is in compliance with the Washington State Department of Labor and Industries Contractor Training Requirement established by RCW 34.04.350 or is exempt from such requirements.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Plantscapes Inc.

Bidder's Business Name

Terry Posner

Signature of Authorized Official\*

Terry Posner

Printed Name

President

Title

7/25/2019

Date

Seattle

City

WA

State

## SECTION 8 - CONTRACTOR'S RATE SCHEDULE

Site 1: Station 11 - 211 Mill Ave S  
(Includes entire site, parking lots, drives, adjacent sidewalks, yards)

### Cost Per Task

<b>Turf</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Mow		\$14.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$14.00	
Trim/Edge		\$7.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$7.00	
Aerate/Over-seed												
<b>Trees/Shrubs/Bed s</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Prune Shrubs/Trees						\$336.00						\$336.00
Bed work/Weeding			\$105.00		\$105.00		\$105.00		\$105.00		\$105.00	
Herbicide post-emergent			\$150.00		\$150.00		\$150.00		\$150.00		\$150.00	
Bark	As											
Leaf Removal										\$336.00	\$336.00	\$168.00
Prune Groundcover						\$79.00						\$79.00
<b>Ground Cover</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Weeding/Trim												
<b>Hard Surfaces</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Sweep/Blow		\$21.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$21.00	
Litter		\$5.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$5.00	
<b>Monthly Costs</b>		\$47.00	\$349.00	\$94.00	\$349.00	\$509.00	\$349.00	\$94.00	\$349.00	\$430.00	\$638.00	\$583.00

Site 2: Station 12 - 1209 Kirkland Avenue NE  
(Includes entire site, parking lots, drives, adjacent sidewalks, yards)

Cost Per Task

<b>Turf</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Mow</b>		\$20.00	\$40.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$2.00	
<b>Trim/Edge</b>		\$7.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$7.00	
<b>Aerate/Over-seed</b>												
<b>Trees/Shrubs/Beds</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Prune Shrubs/Trees</b>						\$2,016.00					\$2,016.00	
<b>Bedwork/Weeding</b>			\$168.00		\$168.00		\$168.00		\$168.00		\$168.00	
<b>Herbicide pre &amp; post-emergent</b>			\$150.00		\$150.00		\$150.00		\$300.00			
<b>Mulch - Fine Bark</b>						\$2,565.00						
<b>Leaf Removal</b>												
<b>Prune Groundcover</b>			\$88.00			\$88.00			\$88.00			\$88.00
<b>Ground Cover</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Weeding/Trim</b>												
<b>Hard Surfaces</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Sweep/Blow</b>		\$6.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	
<b>Litter</b>		\$3.00	\$6.00	\$6.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$6.00	
<b>Monthly Costs</b>		\$36.00	\$479.00	\$113.00	\$437.00	\$4,788.00	\$437.00	\$119.00	\$675.00	\$119.00	\$2,212.00	\$88.00

Site 3: Station 13 - 18002 108<sup>th</sup> Ave SE  
(Includes entire site, parking lots, drives, adjacent sidewalks, yards)

Cost Per Task

Turf	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Mow												
Trim/Edge												
Aerate/Over-seed												
Trees/Shrubs/Beds	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Prune Shrubs/Trees					\$670.00						\$670.00	
Bedwork/Weeding			\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	
Herbicide pre & post- emergent			\$150.00		\$150.00		\$150.00		\$150.00		\$150.00	
Bark						\$4,275.00						
Leaf Removal										\$504.00	\$504.00	\$251.00
Prune Groundcover						\$84.00						\$84.00
Ground Cover	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Weeding/Trim			\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Hard Surfaces	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Sweep/Blow		\$60.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$60.00
Litter		\$15.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$15.00
Monthly Costs		\$75.00	\$362.00	\$212.00	\$1,032.00	\$4,571.00	\$362.00	\$212.00	\$362.00	\$716.00	\$1,536.00	\$430.00

Site 4: Station 14 & Fire Training Center - 1900 Lind Ave SW  
(Includes entire site, parking lots, drives, adjacent sidewalks, yards)

Cost Per Task

<b>Turf</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Mo v		\$168.00	\$336.00	\$336.00	\$336.00	\$336.00	\$336.00	\$336.00	\$336.00	\$336.00	\$168.00	
Trim/Edge		\$60.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$60.00	
Aerate/Over-seed												
<b>Trees/Shrubs/Beds</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Prune Shrubs/Trees						\$335.00					\$335.00	
Bed work/Weeding		\$94.00	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00		
Herbicide pre & post- emergent			\$300.00		\$300.00		\$300.00		\$300.00		\$300.00	
Bark					\$1,140.00							
Leaf Removal										\$504.00	\$504.00	\$252.00
Prune Groundcover						\$95.00						\$95.00
<b>Ground Cover</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Weeding/Trim			\$65.00			\$65.00			\$65.00			\$65.00
<b>Hard Surfaces</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Sweep/Blow		\$60.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$60.00	
Litter		\$20.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$20.00	
<b>Monthly Costs</b>		\$402.00	\$1,075.00	\$710.00	\$2,150.00	\$1,205.00	\$1,010.00	\$710.00	\$1,075.00	\$1,214.00	\$1,447.00	\$412.00

Site 5: Station 15 - 1404 N 30<sup>th</sup> Street  
(Includes entire site, parking lots, drives, adjacent sidewalks, yards)

Cost Per Task

<b>Turf</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	
Mow		\$50.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$50.00		\$900.00
Trim/Edge		\$20.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$20.00		\$360.00
Aerate/Over-seed													
<b>Trees/Shrubs/Beds</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	
Prune Shrubs/Trees						\$267.00					\$267.00		\$534.00
Bedwork/Weeding			\$45.00		\$45.00		\$45.00		\$45.00		\$45.00		\$225.00
Herbicide pre & post-emergent			\$150.00		\$150.00		\$150.00		\$150.00				\$600.00
Bark						\$1,425.00							
Leaf Removal										\$504.00	\$504.00	\$252.00	\$1,260.00
Prune Groundcover						\$72.00						\$72.00	\$144.00
<b>Ground Cover</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	
Weeding/Trim			\$40.00		\$40.00		\$40.00		\$40.00		\$40.00		\$200.00
<b>Hard Surfaces</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	
Sweep/Blow		\$20.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$20.00		\$360.00
Litter		\$10.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$10.00		\$180.00
<b>Monthly Costs</b>		\$100.00	\$435.00	\$200.00	\$435.00	\$1,964.00	\$435.00	\$200.00	\$435.00	\$704.00	\$956.00	\$324.00	

Site 6: Station 16 - 12923 156<sup>th</sup> Ave SE  
(Includes entire site, parking lots, drives, adjacent sidewalks, yards)

Cost Per Task

Task	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Mow		\$180.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$180.00	
Trim/Edge												
Aerate/Over-seed												
Trees/Shrubs/Beds	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Prune Shrubs/Trees						\$167.00					\$167.00	
Bedwork/Weeding			\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	
Herbicide pre & post- emergent			\$50.00		\$50.00		\$50.00		\$50.00		\$50.00	
Bark					\$475.00							
Leaf Removal										\$588.00	\$588.00	\$294.00
Prune Groundcover						\$20.00					\$20.00	
Ground Cover	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Weeding/Trim			\$84.00			\$84.00			\$84.00		\$84.00	
Hard Surfaces	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Sweep/Blow		\$40.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$40.00	
Litter		\$20.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$20.00	
<b>Monthly Costs</b>		\$240.00	\$656.00	\$522.00	\$1,047.00	\$793.00	\$572.00	\$522.00	\$656.00	\$1,110.00	\$1,191.00	\$294.00

**Site 7: Station 17 - 14810 SE Petrovitsky Road**  
(Includes entire site, parking lots, drives, adjacent sidewalks, yards)

**Cost Per Task**

<b>Turf</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Mow			\$120.00	\$120.00	\$120.00	\$120.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	
Trim/Edge			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	
Aerate/Over-seed												
<b>Trees/Shrubs/Bed s</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Prune Shrubs/Trees						\$368.00					\$368.00	
Bed work/Weeding			\$94.00	\$94.00	\$94.00	\$94.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	
Herbicide pre & post- emergent			\$150.00		\$150.00				\$150.00	\$150.00		
Bark					\$1,425.00							
Leaf Removal										\$588.00	\$588.00	\$295.00
Prune Groundcover						\$40.00						\$40.00
<b>Ground Cover</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Weeding/Trim			\$84.00			\$84.00			\$84.00			\$84.00
<b>Hard Surfaces</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Sweep/Blow			\$40.00	\$40.00	\$40.00	\$40.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	
Litter			\$20.00	\$20.00	\$20.00	\$20.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	
<b>Monthly Costs</b>			\$538.00	\$304.00	\$1,879.00	\$796.00	\$162.00	\$162.00	\$396.00	\$900.00	\$1,118.00	\$419.00



## Governing Board Agenda Item

SUBJECT/TITLE: 2020 McKinstry Facility Maintenance Contract

STAFF CONTACT: D/C DeSmith

### SUMMARY STATEMENT:

Enter into contract for 2020 with McKinstry to service all RRFA owned facilities. Contract for service will begin January 1st, 2020. Contract will enhance facility service previously done under ILA by the CoR. Specific enhancements includes grant writing for energy saving improvements, a no-cost facility re-assessment in November 2019, quarterly energy audits, and improved Capital Facility repair bid process.

### FISCAL IMPACT:

Expenditure \$122,000.00

Revenue \$0

Currently in the Budget Yes ☐ No ☒

### SUMMARY OF ACTION:

McKinstry will perform preventative/repair service and testing, along with emergency call out via RRFA Facilities Manager (2 hr. or less response). Scope includes service for: HVAC, back-flow/plumbing, fire sprinkler/alarm/monitoring, emergency generator, and general maintenance for eight RRFA facilities.

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

RRFA PM Contract, McKinstry Contract Form

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the contract proposal to be placed in 2020 budget, and authorize the Fire Chief to sign.

## PUBLIC WORKS MAINTENANCE CONTRACT

This Contract is entered into between Renton Regional Fire Authority, a municipal corporation, referred to as "Owner", and McKinstry Co LLC, referred to as "Contractor."

In consideration of the following terms and conditions and those contained in the documents incorporated by reference and made a part of this Contract, the parties agree as follows:

### 1. THE PROJECT

- 1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the project entitled: Annual PM Services.
- 1.2. The Project shall be performed in accordance with this Public Works Contract and the following Contract Documents: Exhibit A – Renton RFA Request For Proposal; Exhibit B – Scope of Work, Exhibit C. Contractor's Proposal, and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.
- 1.3. The Contract Documents, shall be read together. Unless otherwise specified in this Agreement, in the event that any of the terms of Contract Documents conflict with each other, the conflict shall be brought to the attention of the Owner and the following shall be the order of precedence:
  - 1.3.1. The terms of this Document entitled "Public Works Contract" shall take precedence over the terms of Exhibits A, B and C. The terms of Exhibit A shall take precedence over the terms of Exhibit B and C. The terms of Exhibit B shall take precedence of the terms of Exhibit C.
- 1.4. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in the Contract Documents and every part thereof, except as mentioned in the specifications to be furnished by the Owner.
- 1.5. The Contractor is responsible for complying with all Federal, State, and local regulations affecting the Project including but not limited to Chapter 70.86 RCW, Chapter 296-305 WAC and Chapter 294-24WAC.

### 2. COMPENSATION

- 2.1. The Owner shall pay the Contractor for the full performance of the Contract the sum of **\$584,375 exclusive of sales tax for all 5 years**, to be paid bi-annually in installments of \$58,437.50 in accordance with the provisions below and the fee schedule detailed in Exhibit F.
- 2.2. The Contractor shall provide quarterly statements which shall indicate the work performed as of the end of the period covered by the statement.
- 2.3. Statements received by the 10<sup>th</sup> day of May and by the 10<sup>th</sup> day of November which are approved by the Owner will be processed for payment the same month.
- 2.4. The Owner shall determine the amounts owing to the Contractor based on compliance with the work requirements and on evaluations of Contractor's statements.
- 2.5. Washington State Sales Tax shall be included on each statement submitted by the Contractor.

2.6. Payments shall be subject to the withholding of retained percentage as provided in Section 13.

### 3. BOND

3.1. Contractor shall provide a performance and payment bond to the Owner in accordance with RCW 39.08.010. Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to Owner in a form substantially in compliance with the form included in the Contract Documents. If this Contract is for less than \$150,000, Contractor may authorize the Owner in writing, in lieu of the bond, to retain 10% of the Contract amount in accordance with RCW 39.08.010 to be held and managed consistent with the requirements specified in Section 13

### 4. INDEMNIFICATION AND HOLD HARMLESS

4.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees and agents harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work

4.2. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

4.3. In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees and volunteers, the Contractor shall pay the same.

### 5. INSURANCE

5.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. 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.

5.2. The Contractor's and all sub contractors' insurance coverage shall be primary and non-contributory insurance as respects the Owner's insurance, self-insurance, or insurance pool coverage. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

5.3. All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

5.3.1. The Owner and its officers, elected officials, employees, agents, and volunteers;

5.3.2. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor. Additional insured status shall include Products Completed Operations.

5.4. The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Project.

5.5. The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

## 6. TYPES AND LIMITS OF INSURANCE REQUIREMENTS

6.1. The Contractor shall maintain Workers' Compensation Insurance and/or Longshore and Harbor Workers Insurance as required by State or Federal statute, for all of Contractor's employees to be engaged in work on the Project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and/or Longshore and Harbor Workers' Insurance for all of the latter's employees engaged in such work. The Contractor's Labor & Industries account number shall be noted on the Certificate of Insurance.

6.1.1. A policy of Commercial General Liability Insurance, including:

Per project aggregate

Premises/Operations Liability

Products/Completed Operations – for a period of three years following final acceptance of the Project.

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap / Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)

6.1.2. Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury, each offence

\$2,000,000 Personal & Advertising Injury, Aggregate

6.1.3. Stop Gap / Employers' Liability

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

- 6.1.4. Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) must provide the following minimum limit:  
\$1,000,000 combined single limit

## 7. CHANGE ORDERS

- 7.1. The Owner reserves the right to make, at any time during the Project, such changes in quantities and such alterations in the Project as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. The Contractor shall proceed with the work upon receiving a written change order approved by the Owner. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the Owner orders.

## 8. CLAIMS

- 8.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

## 9. TERM, TERMINATION AND RENEWAL:

- 9.1. This Contract shall be effective January 1<sup>st</sup>, 2020 and shall remain in effect until December 31, 2024 unless terminated earlier in accordance with the early termination provisions herein.
- 9.2. If Contractor breaches any of its obligations under this Contract, and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.
- 9.3. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.
- 9.4. The Owner may, in Owner's sole discretion, grant a renewal of this Contract for up to an additional three years subject to mutual agreement on the adjustment of any Compensation under Section 2.
- 9.5. In the event the Owner substantially changes the scope of the Work identified in Section 1, Contractor shall have the right to terminate this Contract upon thirty (30) days written notice to the Owner.

## 10. CONTRACTOR RECORDS

- 10.1. Contractor agrees to make all project related books and records available to the Owner for inspection, review, photocopying and audit in the event of a Contract related dispute, claim, modification or other Contract related action at reasonable times and at places designated by the Owner.

## 11. DEFECTIVE OR UNAUTHORIZED WORK

- 11.1. The Owner reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this contract, and extra work and materials furnished without the Owner's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the Project, the Owner may complete the Project by contract or otherwise, and the Contractor shall be liable to the Owner for any additional costs incurred by the Owner. "Additional costs" means all reasonable costs incurred by the Owner, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The Owner further reserves the right to deduct the cost to complete the Project, including any additional costs, from any amounts due or to become due to the Contractor

## 12. PREVAILING WAGES

- 12.1. The Contractor represents under penalty of perjury of the laws of the state of Washington, that the only individuals providing services under this contract are exempt from prevailing wages pursuant to WAC 296-127-026 as either the sole owner or spouse of the owner of Contractor's company, a partner owning at least thirty percent of Contractor's Company or the president, vice president or treasurer of the Contractor's corporation if such officer owns at least thirty percent of the corporation.

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**Signature of Contractor**

**If not signed by Contractor, the following paragraph shall control.**

- 12.2. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted on the Project site. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years, and is not prohibited from bidding on public works contract. The Contractor further certifies that it will use no sub-contractor who is prohibited.

- 12.3. The Contractor shall execute the Certification of Compliance with Wage Payment Statutes attached hereto as Exhibit A.

- 12.4. Prevailing Wages for the county in which the Project is located can be found at:  
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/IsPrevWageJob/default.asp>

## 13. RETAINAGE

- 13.1. Pursuant to RCW 60.28, a sum of 5 percent (or 10 percent if the Contract Sum is less than \$150,000 and Contractor has requested a waiver of the performance bond requirement under Section 3) of the monies earned by the Contractor will be retained from each bi-annual payment. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.

- 13.2. Monies retained under this Section shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28.

13.3. The Contractor agrees to notify Owner within five (5) days of the receipt of any of the following:

13.3.1. Notification that a lien may be claimed by any person, firm or corporation furnishing materials, supplies or equipment to any subcontractor for work on the project in accordance with RCW 60.28.015.

13.3.2. Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.

13.3.3. The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.

13.3.4. In the event the retainage is insufficient to cover payment of the items set forth in Section 13.1, Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.

13.4. For purposes of releasing the retainage, the Owner shall close out each contract year and at the end of December and shall release the retainage in accordance with RCW 60.28.051-.080.

#### 14. PROJECT SAFETY.

14.1. The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work to complete the Project. The services of Owner's employees or the Owner's agents or Consultant's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

14.2. Contractor is responsible for locating any underground utilities affected by the Project and is deemed to be an excavator for purposed of chapter 19.122 RCW. Contractor shall be responsible for compliance with chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities. Contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and Health Act. The Contractor shall be responsible to notify, pay for and coordinate Contractor's work with One Call service at 456-8000.

#### 15. DISPUTE RESOLUTION

15.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days of a party notifying the other parties in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

15.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in the county in which the Project is located, 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 all participating 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 addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.

15.3. 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 Superior Court of the County in which the Project is located. The court shall determine all questions of law and fact without empaneling a jury for any purpose.

15.4. 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.

15.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

## 16. LIMITATION OF ACTIONS

16.1. **CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.**

## 17. MISCELLANEOUS PROVISIONS

17.1. Independent Contractor. The parties intend that the Contract Document will create an independent contractor relationship.

17.2. Nondiscrimination. In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

17.3. Nonwaiver of Breach. The failure of the Owner to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

17.4. Governing Law. The Contract Documents shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Owner and Contractor under any of the provisions of the Contract Documents, resolution of that dispute shall be available only through the jurisdiction, venue, and rules of the Superior Court of the County in which the Project is located.

17.5. Written Notice. All communications regarding the contract shall be sent to the parties at the addresses listed on the signature page of the contract, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered

or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the contract.

17.6. Assignment. Any assignment of this contract by the Contractor without the written consent of the Owner shall be void.

17.7. Modification. No waiver, alteration, or modification of any of the provisions of the Contract Documents shall be binding unless in writing and signed by a duly authorized representative of the Owner and Contractor.

17.8. Severability. If any one or more sections, sub-sections, or sentences of the contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of the contract and the remainder shall remain in full force and effect.

17.9. Entire Agreement. The written provisions and terms of the Contract Documents, supersede all prior verbal statements by any representative of the Owner, and those statements shall not be construed as forming a part of or altering in any manner the Contract Documents. The Contract Documents and any attached Exhibits contain the entire agreement between the parties.

**Owner**

**Contractor**

By: \_\_\_\_\_  
Rick Marshall, Fire Chief

By: \_\_\_\_\_

Contractor Reg. No. \_\_\_\_\_

UBI Number: \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

## **EXHIBIT A**

The terms of the Renton RFA Request For Proposal for 2020 – 2024 Contract HVAC, Backflows/Plumbing, Fire Sprinkler/Alarming/Monitoring, and Generator, Preventative Maintenance & Repair Services for Renton Regional Fire Authority RFA Worksites are incorporated herein by this reference.

## **EXHIBIT B – SCOPE OF WORK**



# Renton Regional Fire Authority RFA Worksites

2020 – 2024 Contract HVAC Preventative  
Maintenance & Repair Services

May 17, 2019

FOR THE  
LIFE OF  
YOUR  
BUILDING



5005 3rd AVE. S. • SEATTLE, WA 98134 • 206.762.3311 • mckinstry.com

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May 17, 2019

Kyle Kauzlarich, Facilities Manager  
Support Service Division  
Renton Regional Fire Authority  
18002 108<sup>th</sup> Ave. SE  
Renton, WA 98055

**Re: Renton Regional Fire Authority RFA Worksites | 2020 - 2024 Contract HVAC Preventative Maintenance & Repair Services**

Dear Kyle,

Thank you for the opportunity to present our maintenance plan for your 2020 – 2024 Contract HVAC Preventative Maintenance & Repair Services for Renton Regional Fire Authority RFA Worksites.

Our goal has been to listen carefully to your needs, so we fully understand the scope of work and RFP requirements. We are aware of the challenges and issues you face in managing your facilities and we hope to have the opportunity to help provide solutions.

Again, we thank you for this opportunity and we look forward to working with you.

Regards,

Matt Earnhardt | Senior Account Executive  
206.255.5332 | matte@McKinstry.com



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Section

1



General Information

# General Information

## LIST OF SUBCONTRACTORS & SCOPE

The list of all subcontractors and the work to be subcontracted is listed below. Additional information regarding each subconsultant may be found in Section 2 - Exhibit B.

SUBCONTRACTOR	WORK TO BE CONTRACTED
Pacific Power Group	Generator
Convergint	Fire Monitoring and Alarming
Alexander Gow Equipment Company	Fire Extinguisher

## CONTRACTOR'S RATES

### Standard Cost

Standard cost per task and schedule of monthly expenses for services requested in this proposal may be found in Section 2 - Exhibit F.

### Scope of Work

McKinstry understands that permanent changes to the scope of work will be made by a change order.

### Contractor's on Call Emergency Response Procedure

#### Emergency After-Hours Response

Emergency Service is available 24x7 to all of our clients. We guarantee a 20-minute call back and 2 hours on site to any emergency for HVAC, Plumbing, Controls or Fire Systems.

McKinstry Service has a large fleet of vehicles with licensed, union trained technicians available to respond to client needs. Each on-call technician is permanently assigned with the needed technology and smart-phone to enable quick response to emergency situations.



#### Our 24x7 Call Center

After-hours calls go into McKinstry's in-house after-hours customer service center located in our Seattle facility. The call center is staffed 24x7 with a team of customer service representatives (CSRs), energy engineers and HVAC and building control system specialists to ensure we are always able to function as an expert resource for your facility. If a power failure occurs, we have a UPS and generator backup to ensure uninterrupted service. Our call center also has the capability to view your facility through CCTV.

**REGULAR SERVICE CALLS:** Call 206.762.3311 or 206.762.5900 and the switchboard will direct your call.

- Normal working hours are Monday - Friday, 7:00 AM – 4:30 PM.

**EMERGENCY SERVICE AFTER HOURS:** Call 206.762.3311 or 206.762.5900 and you will be connected to our after-hours operator. The appropriate technician will be notified, and your call will be returned within 15 minutes.

**NON-EMERGENCY OR NEXT BUSINESS DAY SERVICE (AFTER-HOURS):** Call 206.762.3311 or 206.762.5900 and you will be transferred to our after-hours operator.

- Your call will be returned the next normal business morning.



# General Information

## HOW OUR ON-CALL MECHANICS RECEIVE EMERGENCY / AFTER- HOURS SERVICE CALLS:

When McKinstry's main number 206.762.3311, service desk number 206.768.7766 or its service number 206.762.5900 is called, callers will be asked to press 1 to be transferred to our after-hours operator. These operators are on site 24X7 and employed by McKinstry Co. They are not subcontracted out to another company. Callers will be asked by the after-hours operator to provide details of the location and problem. After the information is taken, the operator will begin contacting the On-Call personnel.

## SERVICE RESPONSE TIME

### Minimum Response Time

As indicated above Emergency Service is available 24x7 to all of our clients. We guarantee a 20-minute call back and 2 hours on site to any emergency for HVAC, Plumbing, Controls or Fire Systems

### Hourly Rates for Emergency Services

Any service performed after 5PM on a workday and weekend are 1.5 times the regular hourly rates. Hourly rates may be found in Section 2 – Exhibit F.

## OTHER INFORMATION / QUESTIONS

McKinstry had not been terminated, replaced, or failed to complete work awarded under a contract.

### Litigations

There are no unsettled litigations pending for McKinstry Co.

### Safety

McKinstry Co., 2018 incident rate: .54

### Safety Protocol

Our approach to safety begins in our new hire orientation and continues on each job site and for each job-specific task. For specific projects, our process begins during the proposal and contracting phases, prior to actual on-site work. Our Corporate Safety team, in collaboration with the project management team and superintendent, formulates a site-specific safety program that includes orientation and procedures for both management and field employees. This program will leverage our client's safety requirements as needed.

We have a full-time safety team dedicated to preventing loss and maintaining a safe and healthy work environment. Our safety policies are tested and evaluated by each of our departments and company leaders expect full implementation by all employees at all levels.

**SAFETY**  
IS NO ACCIDENT



**PLAN**  
**EVERY**  
JOB | TASK | TIME

## COMBINED AFFIDAVID, CERTIFICATE FORM, & WAGE CERTIFICATIN FORM

Exhibit form D and Exhibit form G may be found in Section 2.



Section

2



Exhibits

## EXHIBIT A

### PUBLIC WORKS MAINTENANCE CONTRACT

This Contract is entered into between Renton Regional Fire Authority, a municipal corporation, referred to as "Owner", and McKinstry Co., LLC, referred to as "Contractor."

In consideration of the following terms and conditions and those contained in the documents incorporated by reference and made a part of this Contract, the parties agree as follows:

#### 1. THE PROJECT

- 1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the project entitled: Annual PM Services.
- 1.2. The Project shall be performed in accordance with this Public Works Contract and the following Contract Documents: **Exhibit A – Renton RFA Request For Proposal; Exhibit B – Scope of Work, Exhibit C. Contractor's Proposal, Exhibit F – Pricing Sheet,** and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.
- 1.3. The Contract Documents, shall be read together. Unless otherwise specified in this Agreement, in the event that any of the terms of Contract Documents conflict with each other, the conflict shall be brought to the attention of the Owner and the following shall be the order of precedence:
  - 1.3.1. The terms of this Document entitled "Public Works Contract" shall take precedence over the terms of Exhibits A, B and C. The terms of Exhibit A shall take precedence over the terms of Exhibit B and C. The terms of Exhibit B shall take precedence of the terms of Exhibit C.
- 1.4. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in the Contract Documents and every part thereof, except as mentioned in the specifications to be furnished by the Owner.
- 1.5. The Contractor is responsible for complying with all Federal, State, and local regulations affecting the Project including but not limited to Chapter 70.86 RCW, Chapter 296-305 WAC and Chapter 294-24WAC.

#### 2. COMPENSATION

- 2.1. The Owner shall pay the Contractor for the full performance of the Contract the sum of \$110,602 for 1<sup>st</sup> year 2020, invoiced twice yearly, and per Exhibit F thereafter in accordance with the provisions below.
- 2.2. The Contractor shall provide quarterly statements which shall indicate the work performed as of the end of the period covered by the statement.
- 2.3. Statements received by the 10th day of the month and approved by the Owner will be processed for payment the same month.
- 2.4. The Owner shall determine the amounts owing to the Contractor based on compliance with the work requirements and on evaluations of Contractor's statements.

2.5. Washington State Sales Tax shall be included on each statement submitted by the Contractor.

2.6. Monthly payments shall be subject to the withholding of retained percentage as provided in Section 13.

### 3. BOND

3.1. Contractor shall provide a performance and payment bond to the Owner in accordance with RCW 39.08.010. Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to Owner in a form substantially in compliance with the form included in the Contract Documents. If this Contract is for less than \$150,000, Contractor may authorize the Owner in writing, in lieu of the bond, to retain 10% of the Contract amount in accordance with RCW 39.08.010 to be held and managed consistent with the requirements specified in Section 13

### 4. INDEMNIFICATION AND HOLD HARMLESS

4.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees and agents harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work

4.2. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

4.3. In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees and volunteers, the Contractor shall pay the same.

### 5. INSURANCE

5.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. 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.

5.2. The Contractor's and all sub contractors' insurance coverage shall be primary and non-contributory insurance as respects the Owner's insurance, self-insurance, or insurance pool coverage. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

5.3. All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

5.3.1. The Owner and its officers, elected officials, employees, agents, and volunteers;

5.3.2. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor. Additional insured status shall include Products Completed Operations.

5.4. The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Project.

5.5. The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

## 6. TYPES AND LIMITS OF INSURANCE REQUIREMENTS

6.1. The Contractor shall maintain Workers' Compensation Insurance and/or Longshore and Harbor Workers Insurance as required by State or Federal statute, for all of Contractor's employees to be engaged in work on the Project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and/or Longshore and Harbor Workers' Insurance for all of the latter's employees engaged in such work. The Contractor's Labor & Industries account number shall be noted on the Certificate of Insurance.

6.1.1. A policy of Commercial General Liability Insurance, including:

Per project aggregate

Premises/Operations Liability

Products/Completed Operations – for a period of three years following final acceptance of the Project.

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap / Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)

6.1.2. Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury, each offence

\$2,000,000 Personal & Advertising Injury, Aggregate

6.1.3. Stop Gap / Employers' Liability

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

- 6.1.4. Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) must provide the following minimum limit:  
\$1,000,000 combined single limit

## 7. CHANGE ORDERS

- 7.1. The Owner reserves the right to make, at any time during the Project, such changes in quantities and such alterations in the Project as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. The Contractor shall proceed with the work upon receiving a written change order approved by the Owner. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the Owner orders.

## 8. CLAIMS

- 8.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

## 9. TERM, TERMINATION AND RENEWAL:

- 9.1. This Contract shall be effective January 1<sup>st</sup>, 2020 and shall remain in effect until December 31, 2024 unless terminated earlier in accordance with the early termination provisions herein.
- 9.2. If Contractor breaches any of it's obligations under this Contract, and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.
- 9.3. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.
- 9.4. The Owner may, in Owner's sole discretion, grant a renewal of this Contract for up to an additional three years subject to mutual agreement on the adjustment of any Compensation under Section 2.
- 9.5. In the event the Owner substantially changes the scope of the Work identified in Section 1, Contractor shall have the right to terminate this Contract upon thirty (30) days written notice to the Owner.

## 10. CONTRACTOR RECORDS

- 10.1. Contractor agrees to make all project related books and records available to the Owner for inspection, review, photocopying and audit in the event of a Contract related dispute, claim, modification or other Contract related action at reasonable times and at places designated by the Owner.

## 11. DEFECTIVE OR UNAUTHORIZED WORK

- 11.1. The Owner reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this contract, and extra work and materials furnished without the Owner's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the Project, the Owner may complete the Project by contract or otherwise, and the Contractor shall be liable to the Owner for any additional costs incurred by the Owner. "Additional costs" means all reasonable costs incurred by the Owner, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The Owner further reserves the right to deduct the cost to complete the Project, including any additional costs, from any amounts due or to become due to the Contractor

## 12. PREVAILING WAGES

- 12.1. The Contractor represents under penalty of perjury of the laws of the state of Washington, that the only individuals providing services under this contract are exempt from prevailing wages pursuant to WAC 296-127-026 as either the sole owner or spouse of the owner of Contractor's company, a partner owning at least thirty percent of Contractor's Company or the president, vice president or treasurer of the Contractor's corporation if such officer owns at least thirty percent of the corporation.

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**Signature of Contractor**

**If not signed by Contractor, the following paragraph shall control.**

- 12.2. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted on the Project site. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years, and is not prohibited from bidding on public works contract. The Contractor further certifies that it will use no sub-contractor who is prohibited.
- 12.3. The Contractor shall execute the Certification of Compliance with Wage Payment Statutes attached hereto as Exhibit A.

- 12.4. Prevailing Wages for the county in which the Project is located can be found at:  
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/IsPrevWageJob/default.asp>

## 13. RETAINAGE

- 13.1. Pursuant to RCW 60.28, a sum of 5 percent (or 10 percent if the Contract Sum is less than \$150,000 and Contractor has requested a waiver of the performance bond requirement under Section 3) of the

monies earned by the Contractor will be retained from each monthly payment. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.

13.2. Monies retained under this Section shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28.

13.3. The Contractor agrees to notify Owner within five (5) days of the receipt of any of the following:

13.3.1. Notification that a lien may be claimed by any person, firm or corporation furnishing materials, supplies or equipment to any subcontractor for work on the project in accordance with RCW 60.28.015.

13.3.2. Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.

13.3.3. The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.

13.3.4. In the event the retainage is insufficient to cover payment of the items set forth in Section 13.1, Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.

13.4. For purposes of releasing the retainage, the Owner shall close out each contract year and at the end of December and shall release the retainage in accordance with RCW 60.28.051-.080.

#### 14. PROJECT SAFETY.

14.1. The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work to complete the Project. The services of Owner's employees or the Owner's agents or Consultant's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

14.2. Contractor is responsible for locating any underground utilities affected by the Project and is deemed to be an excavator for purposed of chapter 19.122 RCW. Contractor shall be responsible for compliance with chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities. Contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and Health Act. The Contractor shall be responsible to notify, pay for and coordinate Contractor's work with One Call service at 456-8000.

#### 15. DISPUTE RESOLUTION

15.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days of a party notifying the other parties in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

- 15.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in the county in which the Project is located, 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 all participating 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 addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.
- 15.3. 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 Superior Court of the County in which the Project is located. The court shall determine all questions of law and fact without empanelling a jury for any purpose.
- 15.4. 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.
- 15.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

## 16. LIMITATION OF ACTIONS

- 16.1. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.**

## 17. MISCELLANEOUS PROVISIONS

- 17.1. Independent Contractor. The parties intend that the Contract Document will create an independent contractor relationship.
- 17.2. Nondiscrimination. In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 17.3. Nonwaiver of Breach. The failure of the Owner to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

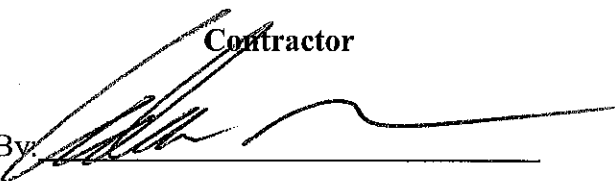
or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the contract.

- 17.6. Assignment. Any assignment of this contract by the Contractor without the written consent of the Owner shall be void.
- 17.7. Modification. No waiver, alteration, or modification of any of the provisions of the Contract Documents shall be binding unless in writing and signed by a duly authorized representative of the Owner and Contractor.
- 17.8. Severability. If any one or more sections, sub-sections, or sentences of the contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of the contract and the remainder shall remain in full force and effect.
- 17.9. Entire Agreement. The written provisions and terms of the Contract Documents, supersede all prior verbal statements by any representative of the Owner, and those statements shall not be construed as forming a part of or altering in any manner the Contract Documents. The Contract Documents and any attached Exhibits contain the entire agreement between the parties.

**Owner**

**Contractor**

By: \_\_\_\_\_  
Rick Marshall, Fire Chief

By: \_\_\_\_\_  


Contractor Reg. No. 1728711  
UBI Number: 602-569-922

**Dated:** \_\_\_\_\_

**Dated:** June 4, 2019

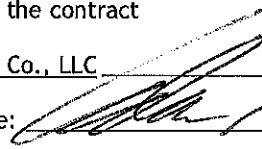
## **EXHIBIT A**

The terms of the Renton RFA Request For Proposal for 2020 – 2025 Contract HVAC Preventative Maintenance & Repair Services For Renton Regional Fire Authority RFA Worksites are incorporated herein by this reference.

## **EXHIBIT B – SCOPE OF WORK**

## EXHIBIT B - STATEMENT OF CONTRACTOR'S QUALIFICATIONS & LIST OF SUB-CONTRACTORS

Each Contractor submitting a Bid for this Project shall submit, as part of its Bid, the following information:

1. Project Name: Renton Regional Fire Authority RFA Worksites Project Number: \_\_\_\_\_
2. Contractor's Business Name: McKinstry Co., LLC
3. Business address: 5005 3<sup>rd</sup> Avenue South
4. Business phone: 206.762.3311 Fax: 206.762.2624
5. Contractor Registration-
  - Washington State License Number 1728711 Status: Active Yes: X No: \_\_\_\_\_
6. How many years have you been engaged in the contracting business under the present firm name? 59
7. Describe the general character of work performed by your company: Facility Services; Issue Management, Maintenance, Service & Repair, System Upgrades, Equipment Replacement, Construction; Mechanical, Electrical, Data, Fire Protection, Architectural Metals, Telecommunication. Various and various Consulting Services.
8. List major contracts completed by your company, including contracting agency, type of work and approximate costs: (Provide at least three contract references with phone numbers- Provide additional pages if needed)
  - a) Pat Pawlak, Division Chief, Puget Sound Fire Regional Fire Authority | 253.856.4300
  - b) Matt Balk, Operations Manager, City of Tacoma | 253.593.7606
  - c) Liliana Cardenas, Director of Maintenance & Operations, Tukwila School District | 206.901.8020
9. Bank references: Jill Scheuermann, Vice President, Key Bank | 206.684.6203 | National Credit inquiries@keybank.com
10. State of Washington Excise Tax Registration No.: 20-4030425
11. Industrial Insurance Account No.: 706-165-00-8 Account Current: Yes X No \_\_\_\_\_
12. Current UBI Number: 602 569 922 Account: Open X Closed \_\_\_\_\_
13. Employment Security Department (ESD)
  - Number: 323-555-000
  - Documentation available from ESD: Yes X No \_\_\_\_\_
14. Is your company or any company with which the bidder is affiliated, listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes \_\_\_\_\_ No X
15. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of this project should I be awarded the contract  
Company: McKinstry Co., LLC  
Authorized Signature:   
Print Name and Title: Adam Gloss

List of Sub-Contractors:

- |                                                      |                                              |
|------------------------------------------------------|----------------------------------------------|
| 1. Name: <u>Pacific Power Group</u>                  | Craft: <u>Generator</u>                      |
| 2. Name: <u>Convergint</u>                           | Craft: <u>Fire Monitoring &amp; Alarming</u> |
| 3. Name: <u>Alexander Gow Fire Equipment Company</u> | Craft: <u>Fire Extinguisher</u>              |
| 4. Name _____                                        | Craft _____                                  |
| 5. Name _____                                        | Craft _____                                  |
| 6. Name _____                                        | Craft _____                                  |
| 7. Name _____                                        | Craft _____                                  |
| 8. Name _____                                        | Craft _____                                  |
| 9. Name _____                                        | Craft _____                                  |
| 10. Name _____                                       | Craft _____                                  |

Statement of Qualifications for each Sub-Contractor:

**Pacific Power Group**

Pacific Power Group is a leader in providing engines, diesel engine service and engineering solutions for the equipment that powers our world: off-highway machinery, marine power, power generation and commercial trucks. Our dedicated and experienced team has 50 years of success working with customers to solve their power needs. We pride ourselves on working closely with our customers to provide a complete solution. With six sales, service and parts warehousing facilities and extended service throughout the Western U.S., Alaska and Hawaii, Pacific Power has what it takes to provide superior power and unmatched service for your business.

**Convergint**

Convergint Technologies specializes in providing customers with leading fire alarm & life safety technologies, application expertise, and services. By assembling a project team with vast industry experience and technical competence, Convergint works with their clients to deliver compliant, non-proprietary solutions which avoid sole-source dependency and assure long-term cost competitiveness. From system retrofit to new construction to turnkey system installation, Convergint provides the very best value for your project regardless of size and complexity. Convergint’s customer support programs ensure the performance and integrity of your system is maintained without compromise to occupant safety, business mission, and AHJ compliance.

**Alexander Gow Fire Equipment Company**

Established in 1928, Alexander Gow Fire Equipment Company has been serving the fire protection needs of the Pacific Northwest for over 80 years. They provide fire safety equipment, design, maintenance and inspection for all your commercial and marine needs. Their company is dedicated to providing the finest in fire protection detection equipment and services to our valued customers.

## EXHIBIT C - BID PROPOSAL FORM

NOTE TO BIDDER: Use preferably **BLACK** ink for completing this Proposal form.

### PROPOSAL:

To: Renton Regional Fire Authority

Address: 18002 108<sup>th</sup> Ave SE  
Renton, WA 98055

Project Title: Annual PM Services

Bidder's person to contact for additional information on this Proposal:

Company: McKinstry Co., LLC

Contact Person: Matt Earnhardt

Telephone: 206.832.8300 Fax: 206.762.2624

### BIDDER'S DECLARATION AND UNDERSTANDING:

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official or representative of the OWNER, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that it has exercised its own judgment regarding the interpretation of subsurface information and has utilized all data which it believes pertinent from the CONSULTANT, OWNER, and other sources in arriving at its conclusion.

The Bidder further declares that it has carefully examined Contract Documents, that it has inspected the site, that it has satisfied itself as to quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of quantities of work and materials as included in this Form of Proposal is brief and is intended only to indicate the general nature of the work and to correlate said quantities with detailed requirements in the Contract Documents, and that this Proposal is made according to provisions and under terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

### CONTRACT EXECUTION, BONDS & INSURANCE:

The Bidder agrees that its Proposal shall not be withdrawn for a period of 90 days after bid opening. The Bidder further agrees that if this Proposal is accepted, it will, within 10 calendar days after receipt of Notice of Award, sign the Contract and deliver to the OWNER the required

Performance and Payment Bonds and Certificates of Insurance, and will, to the extent of its Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all Work as specified or indicated in the Contract Documents.

**CONTRACT TIME:**

Pre-established schedule for work will be established on execution of contract.

**SALES AND USE TAXES:**

Prices quoted in the Proposal shall **NOT** include local and state sales taxes applied to the Owner's payments. The OWNER will pay the local and state sales taxes directly to the CONTRACTOR based on the monthly progress pay estimate. All other taxes as required by the laws and statutes of the State and its political subdivision shall be paid by the CONTRACTOR.

**ADDENDA:**

The Bidder hereby acknowledges that Bidder has received Addenda No's. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and further agrees that Bidder's Proposal(s) includes all impacts resulting from said Addenda.

**TOTAL LUMP SUM BASE BID:**

Base bid includes but is not limited to (refer to the tasking, equipment list(s) and Specifications for the complete Scope of Work):

1. HVAC, Backflows/Plumbing, Fire Sprinkler/Alarming/Monitoring, & Generator Preventative Maintenance & Repair Services

The bidder agrees to accept as payment for the Work on a quarterly basis, as specified in the Contract Documents and based upon the undersigned's own estimate of quantities and costs as declared in Exhibit F.

**BIDDER:**

The name of the BIDDER submitting this Proposal is McKinstry Co., LLC\_\_\_\_\_

doing business at 5005 3<sup>rd</sup> Avenue South\_\_\_\_\_, Seattle\_\_\_\_\_, WA\_\_\_\_\_,  
98134\_\_\_\_\_

(Zip) (Street) (City) (State)

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partners comprising the partnership, or of all persons interested in this Proposal as principals are as follows:

Adam Gloss

Federal Tax Identification No: 20-4030425

Contractor's Washington Registration No: 172811

Dept. of Labor and Industries Reg. No: MCKINCL942DW

Washington State Department of Revenue No: 602-569-911

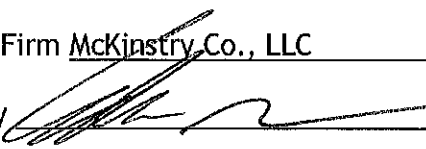
**Bid Signature.** The Bid shall be signed by the Bidder, as follows:

Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" in the Official Capacity line.

Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" in the Official Capacity line.

Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. If the Bid is signed by officials other than the president and secretary of the company, or the president / secretary / treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid.

Joint Venture: Each party of the joint venture shall sign in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

Name of Firm <u>McKinstry Co., LLC</u>	
Signed by 	Official Capacity <u>Director &amp; General Manager</u>
Print Name <u>Adam Gloss</u>	
Signed by _____	Official Capacity _____
Print Name _____	
Signed by _____	Official Capacity _____
Print Name _____	

Address 5005 3<sup>rd</sup> Avenue South  
City Seattle State WA Zip Code 98134  
Date May 16, 2019 Telephone 206.832.8001 FAX 206.762.2624  
State of Washington Contractor's License No. 172811 UBI No. 602 569 922  
Federal Tax ID # 20-4030425 e-mail address: AdamGl@McKinstry.com

END OF SECTION

**EXHIBIT D**

**COMBINED AFFIDAVIT & CERTIFICATION FORM:  
NON-COLLUSION, MINIMUM WAGE (NON-FEDERAL AID)**

**NON-COLLUSION AFFIDAVIT**

Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing Bid, and that such Bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other individual or entity to put in a sham bid, or to refrain from submitting a bid, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other bidder or bidders.

AND

**MINIMUM WAGE AFFIDAVIT FORM**

I, the undersigned, having duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

McKinstry Co., LLC

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**NAME OF BIDDER'S FIRM**

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**SIGNATURE OF AUTHORIZED REPRESENTATIVE OF BIDDER**

Subscribed and sworn to before me this 16<sup>th</sup> day of May, 2019.

**Notary Public in and for the State of  
Washington, residing at**

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## EXHIBIT E - KING COUNTY PREVAILING WAGE RATES

Source: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Effective Date: 5/10/2019

County: King

Trade: Heating Equipment Mechanics, Plumbers & Pipefitter, Sprinkler Fitters (Fire Protection)

END OF SECTION

# EXHIBIT F - Pricing Sheet

PM Pricing (annual):

2020	HVAC	Backflows	Fire Alarm	Fire Sprinkler	Fire Alarm Monitoring	Fire Extinguisher	Generator	Misc Service Calls	Total
Location									
Station #11	\$ 7,405.00	\$ 306.00	\$ 1,513	\$ 364	\$ 529	\$ 91	\$ 2,028		\$ 12,236
Station #12	\$ 11,249.00	\$ 306.00	\$ 1,465	\$ 798	\$ 529	\$ 91	\$ 2,907		\$ 17,345
Station #13 and Fleet Shop	\$ 10,800.00	\$ 612.00	\$ 1,274	\$ 1,125	\$ 529	\$ 91	\$ 2,356		\$ 16,787
Station #14	\$ 8,406.00	\$ 306.00	\$ 1,274	\$ 364	\$ 529	\$ 91	\$ 2,082		\$ 13,052
Station #15	\$ 7,102.00	\$ 460.00	\$ 1,225	\$ 646	\$ 529	\$ 91	\$ 2,312		\$ 12,365
Station #16	\$ 2,890.00	\$ 158.00	\$ 277	\$ 689	\$ 529	\$ 91	\$ 1,990		\$ 6,624
Station #17	\$ 7,759.00	\$ 306.00	\$ 1,010	\$ 364	\$ 529	\$ 91	\$ 2,134		\$ 12,193
TOTALS	\$ 55,611	\$ 2,454	\$ 8,039	\$ 4,349	\$ 3,701	\$ 639	\$ 15,809	\$ 20,000	\$ 110,602

2021	HVAC	Backflows	Fire Alarm	Fire Sprinkler	Fire Alarm Monitoring	Fire Extinguisher	Generator	Misc Service Calls	Total
Location									
Station #11	\$ 7,701	\$ 318	\$ 1,544	\$ 375	\$ 529	\$ 94.00	\$ 2,103.00		\$ 12,664
Station #12	\$ 11,699	\$ 318	\$ 1,496	\$ 821	\$ 529	\$ 94.00	\$ 3,012.00		\$ 17,969
Station #13 and Fleet Shop	\$ 11,232	\$ 636	\$ 1,299	\$ 1,159	\$ 529	\$ 94.00	\$ 2,442.00		\$ 17,392
Station #14	\$ 8,742	\$ 318	\$ 1,299	\$ 375	\$ 529	\$ 94.00	\$ 2,156.00		\$ 13,513
Station #15	\$ 7,386	\$ 478	\$ 1,250	\$ 665	\$ 529	\$ 94.00	\$ 2,397.00		\$ 12,800
Station #16	\$ 3,006	\$ 164	\$ 283	\$ 710	\$ 529	\$ 94.00	\$ 2,062.00		\$ 6,848
Station #17	\$ 8,069	\$ 318	\$ 1,030	\$ 375	\$ 529	\$ 94.00	\$ 2,212.00		\$ 12,627
TOTALS	\$ 57,835	\$ 2,552	\$ 8,201	\$ 4,480	\$ 3,701	\$ 658	\$ 16,384	\$ 20,000	\$ 113,812

2022	HVAC	Backflows	Fire Alarm	Fire Sprinkler	Fire Alarm Monitoring	Fire Extinguisher	Generator	Misc Service Calls	Total
Location									
Station #11	\$ 8,009	\$ 331	\$ 1,575	\$ 386	\$ 529	\$ 97.00	\$ 2,166.00		\$ 13,093.03
Station #12	\$ 12,167	\$ 331	\$ 1,525	\$ 846	\$ 529	\$ 97.00	\$ 3,120.00		\$ 18,614.46
Station #13 and Fleet Shop	\$ 11,681	\$ 662	\$ 1,324	\$ 1,194	\$ 529	\$ 97.00	\$ 2,530.00		\$ 18,017.29
Station #14	\$ 9,092	\$ 331	\$ 1,324	\$ 386	\$ 529	\$ 97.00	\$ 2,236.00		\$ 13,995.17
Station #15	\$ 7,682	\$ 498	\$ 1,275	\$ 685	\$ 529	\$ 97.00	\$ 2,484.00		\$ 13,249.30
Station #16	\$ 3,126	\$ 171	\$ 288	\$ 731	\$ 529	\$ 97.00	\$ 2,136.00		\$ 7,077.92
Station #17	\$ 8,392	\$ 331	\$ 1,176	\$ 386	\$ 529	\$ 97.00	\$ 2,292.00		\$ 13,202.81
TOTALS	\$ 60,149	\$ 2,654	\$ 8,488	\$ 4,614	\$ 3,701	\$ 679.00	\$ 16,964.00	\$ 20,000	\$ 117,250

2023	HVAC	Backflows	Fire Alarm	Fire Sprinkler	Fire Alarm Monitoring	Fire Extinguisher	Generator	Misc Service Calls	Total
Location									
Station #11	\$ 8,330	\$ 344	\$ 1,606	\$ 398	\$ 529	\$ 100.00	\$ 2,248.00	NA	\$ 13,554.69
Station #12	\$ 12,654	\$ 344	\$ 1,555	\$ 872	\$ 529	\$ 100.00	\$ 3,216.00	NA	\$ 19,268.97
Station #13 and Fleet Shop	\$ 12,149	\$ 688	\$ 1,351	\$ 1,230	\$ 529	\$ 100.00	\$ 2,608.00	NA	\$ 18,654.27
Station #14	\$ 9,456	\$ 344	\$ 1,351	\$ 398	\$ 529	\$ 100.00	\$ 2,272.00	NA	\$ 14,449.11
Station #15	\$ 7,989	\$ 517	\$ 1,301	\$ 706	\$ 529	\$ 100.00	\$ 2,560.00	NA	\$ 13,701.20
Station #16	\$ 3,251	\$ 178	\$ 295	\$ 753	\$ 529	\$ 100.00	\$ 2,200.00	NA	\$ 7,305.01
Station #17	\$ 8,728	\$ 344	\$ 1,071	\$ 398	\$ 529	\$ 100.00	\$ 2,364.00	NA	\$ 13,533.82
TOTALS	\$ 62,555	\$ 2,760	\$ 8,530	\$ 4,753	\$ 3,701	\$ 700.00	\$ 17,468.00	\$20,000	\$ 120,467

2024	HVAC	Backflows	Fire Alarm	Fire Sprinkler	Fire Alarm Monitoring	Fire Extinguisher	Generator	Misc Service Calls	Total
Location									
Station #11	\$ 8,663	\$ 358	\$ 1,639	\$ 410	\$ 529	\$ 103.00	\$ 2,328.00	NA	\$ 14,029.31
Station #12	\$ 13,160	\$ 358	\$ 1,639	\$ 410	\$ 529	\$ 103.00	\$ 2,328.00	NA	\$ 18,526.25
Station #13 and Fleet Shop	\$ 12,634	\$ 716	\$ 1,639	\$ 410	\$ 529	\$ 103.00	\$ 2,328.00	NA	\$ 18,358.96
Station #14	\$ 9,834	\$ 358	\$ 1,639	\$ 410	\$ 529	\$ 103.00	\$ 2,328.00	NA	\$ 15,200.34
Station #15	\$ 8,308	\$ 538	\$ 1,639	\$ 410	\$ 529	\$ 103.00	\$ 2,328.00	NA	\$ 13,855.00
Station #16	\$ 3,381	\$ 185	\$ 1,639	\$ 410	\$ 529	\$ 103.00	\$ 2,328.00	NA	\$ 8,574.26
Station #17	\$ 9,077	\$ 358	\$ 1,639	\$ 410	\$ 529	\$ 103.00	\$ 2,328.00	NA	\$ 14,443.44
TOTALS	\$ 65,057	\$ 2,871	\$ 8,702	\$ 4,895	\$ 3,701	\$ 721	\$ 16,296	\$ 20,000	\$ 122,244

\*\* HVAC costs include Coil cleaning once per year and Air Comp/ Dry dryer PM's  
Provide hourly rate for each craft:

Craft	2020	2021	2022	2023	2024	* Specialty Techs Chillers and Boilers
HVAC	\$ 161	\$ 169	\$ 178	\$ 186	\$ 196	2020 \$ 169
Backflows	\$ 161	\$ 169	\$ 178	\$ 186	\$ 196	2021 \$ 177
Fire Alarm System	\$ 147	\$ 151	\$ 156	\$ 161	\$ 165	2022 \$ 186
Fire Sprinkler	\$ 138	\$ 142	\$ 146	\$ 151	\$ 155	2023 \$ 196
Fire Alarm Monitoring	\$ 147	\$ 151	\$ 156	\$ 161	\$ 165	2024 \$ 205
Fire Extinguisher	\$ 157	\$ 162	\$ 167	\$ 172	\$ 177	
Generator	\$ 228	\$ 234	\$ 240	\$ 246	\$ 252	
TOTALS						
GRAND TOTAL						

Material Mark-up:

Amount	Gross margin %
\$0-100	45%
\$101-500	35%
\$501-1500	30%
\$1500+	25%

**EXHIBIT G**

**Certification of Compliance with Wage Payment Statutes**

The contractor hereby certifies that, within the three-year period immediately preceding the date of this contract, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

McKinstry Co., LLC

Contractor’s Business Name

Signature of Authorized Official\*

Adam Gloss

Printed Name

Director & General Manager of Service

Title

May 17, 2019

Date

Seattle

City

WA

State

*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

LLC ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington State

If a co-partnership, give firm name under which business is transacted:

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Section

3



References

## References

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**Pat Pawlak**  
**Division Chief**  
**Puget Sound Fire Regional Fire Authority**  
24611 116th Avenue SE  
Kent, WA 98030  
Phone: 253.856.4300 | Direct: 253.856.4405

### **SCOPE OF WORK**

HVAC and Plumbing maintenances for all the Kent and Maple Valley Fire Dept Locations.

**Project Dates:** 2014 and currently ongoing



**Matt Balk**  
**Operations Manager**  
**City of Tacoma City of Tacoma**  
2727 East D Street Tacoma, WA 98421  
Phone: 253.593.7606  
Email: [mbalk@tacomadome.org](mailto:mbalk@tacomadome.org)

### **SCOPE OF WORK**

HVAC and Plumbing and Fire and Electrical PM's for the Tacoma Dome and Convention Center.

**Project Dates:** Ongoing since 2012



**Liliana Cardenas**  
**Director of Maintenance and Operations**  
**Tukwila School District**  
4060 South 144th  
Tukwila, WA 98168  
Phone: 206.901.8020  
Email: [CardenasL@tukwila.wednet.edu](mailto:CardenasL@tukwila.wednet.edu)

### **SCOPE OF WORK**

HVAC and Plumbing PM's for all the schools in the Tukwila School district.

**Project Dates:** Ongoing since 2009





## Governing Board Agenda Item

SUBJECT/TITLE: BERK Consultants Contract for Strategic and Capital Facilities Plan

STAFF CONTACT: D/C DeSmith

### SUMMARY STATEMENT:

Enter into contract with BERK Consultants to develop an effective and widely-supported strategy. Proposal includes: Online community survey, community open house, and an annual update of the Capital Facilities Plan. This plan will set the direction of the RRFA for the next five years, and is an integral part of becoming a nationally accredited agency.

### FISCAL IMPACT:

Expenditure \$62,995.00

Revenue \$0

Currently in the Budget Yes ☐ No ☒

### SUMMARY OF ACTION:

The Strategic Plan would begin in January 2020 with a Kick-Off and Project launch. A selected Strategic Planning Team would meet with BERK on a monthly basis to assess our needs, engage organizational members/key community partners, final draft and implementation. Anticipated finish date of July, 2020.

Reviewed by Legal Yes ☒ No ☐

### EXHIBITS:

BERK Proposal

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the contract proposal to be placed in 2020 budget, and authorize the Fire Chief to sign.

Renton Regional Fire Authority

# STRATEGIC PLAN 2020

PROPOSAL



AUGUST 5, 2019

**BERK**

STRATEGY ■ ANALYSIS ■ COMMUNICATIONS

August 5, 2019

Attn: Deputy Chief DeSmith  
Renton Regional Fire Authority  
**SENT VIA EMAIL**

**RE: Renton RFA 2020 Strategic Plan | PROPOSAL - REVISED**

Dear Deputy Chief DeSmith:

We would be pleased to support the development of the Renton Fire Authority's (RRFA) Strategic Plan. Our prior work with the agency, as well as our familiarity with the communities it serves, positions us well to support you in this important work.

The proposal that follows outlines our suggested approach for developing an effective and widely-supported strategy. We have included budget amounts for additional work, including: online community survey, community open house, and an annual update of the Capital Facilities Plan. We would be happy to modify this proposal to best align with RRFA's priorities and resources. We look forward to collaborating with you and your team on the scoping process as well as in the planning process itself.

Please find more information about our firm, approach, team, and client satisfaction on our website:  
[www.berkconsulting.com](http://www.berkconsulting.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian Murphy', with a stylized flourish at the end.

Brian Murphy, Principal  
**BERK Consulting, Inc.**

# PROJECT UNDERSTANDING

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The Renton Regional Fire Authority (RRFA) desires a strategic plan to set the direction for the agency for the coming five years. A robust planning process is envisioned, which will involve both internal and external stakeholders in exploring the RRFA's best desired future. The final product will provide clarity of Mission, Vision, and Core Values; clear and directive Goals and Strategies; and framework to guide implementation planning and execution.

The Strategic Plan should address organizational issues, such as culture, communications, and succession planning, and major changes occurring in the RRFA's operating environment. This may include population growth and demographic shifts, including an increasingly diverse population base; public education; and a continuing shift to an EMS-dominated call mix.

# PROPOSED APPROACH

---

The following is our proposed approach to this project, including a description of key tasks, roles and responsibilities of the consulting team and RRFA staff, timeline, and budget. We strive to be flexible in our scoping, tailoring our approach to best meet each client's priorities and resources. We welcome the opportunity to collaborate with RRFA staff in refining the starting point outlined below.

We propose structuring our approach around a Strategic Planning Team. Meetings of this Team at key junctures of the project will help anchor and advance the planning process.

Each Task outlined below includes a brief description of the work that is anticipated for RRFA staff.

## Task 1: Kick-off and Ongoing Project Management

**Kick-off Call.** BERK will organize an agenda for a Kick-off call with the RRFA's Project Manager to confirm project objectives and map out a schedule for staff and stakeholder engagement, as well as Strategic Planning Team meetings.

*Work anticipated for RRFA staff: participation in Kick-off call.*

**Optional Project Launch.** If desired, the BERK team would be available to facilitate a launch discussion with the RRFA's Executive Team, labor group representatives, and Governance Board. This conversation would be designed to set the stage for a successful effort by establishing a shared understanding of the planning process, soliciting input on key issues to be addressed in the plan, and describing what a successful planning process and final product would look like.

*Work anticipated for RRFA staff: review of draft and final meeting materials and participation in meeting.*

**Strategic Planning Team Meeting #1.** The first meeting of the Planning Team will include:

- Review of planning purpose, planning process, and Planning Team charge, as well as expectations of individual Team members.
- Review of input provided during the Project Launch meeting described above.
- Initial SWOT review and further discussion of issues to address in the planning process.
- Planning Team review and input on a draft engagement plan addressing how RRFA staff, partners, and other stakeholders will be engaged over the planning process.

*Work anticipated for RRFA staff: formation of Planning Team, meeting support, review of draft and final meeting materials, and participation in Planning Team meetings.*

**Ongoing Project Management.** BERK will communicate project status and potential challenges with the RRFA's designated project manager on a regular and as-needed basis.

*Work anticipated for RRFA staff: ongoing coordination by the RRFA Project Manager.*

## Task 2: Context Setting and Information Gathering

**Community and Agency Profile.** BERK will collaborate with RRFA staff to create a brief summary of the communities served. This will include maps showing trends over time and future projections (generated by BERK's GIS analysts), as well as summary level information on the RRFA, including call volume by type, funding mix, and staffing (generated by RFA staff and summarized by BERK). This material will be shared with the Planning Team as general context, used as background information to set the stage for gathering informed input from stakeholders, and adapted for use in the final Strategic Plan.

*Work anticipated for RRFA staff: raw inputs for synthesis by BERK.*

**Engagement Plan.** BERK will develop a draft engagement plan for review and refinement at the first meeting of the Planning Team. Based on input received during this meeting, the Engagement Plan will be finalized and implemented to reach the groups noted below.

*Work anticipated for RRFA staff: review of draft and final Engagement Plans.*

**Staff Engagement.** It is important to engage RRFA staff beyond those serving on the Planning Team. Our base proposal includes resources sufficient to offer an online survey, BERK-facilitated shift meetings, or Battalion Chief (BC)-facilitated shift meetings. If BC-facilitated meetings are preferred, the BERK team will conduct an initial session to train BCs in the engagement process and a second meeting to collect the input they have gathered.

In addition to one of these primary methods, we will leverage Planning Team members' interactions with their colleagues, encouraging them to talk with their peers and bring ideas and insights back to the full Planning Team for consideration.

*Work anticipated for RRFA staff: review of draft survey and participation in survey.*

**Partner and Stakeholder Engagement.** It will be important to gain input from the RFA's key partners and representatives of key organizations or groups. We will approach this task by using a combination of stakeholder interviews done by phone to accommodate busy schedules and allow for free and frank dialogue. We will identify these stakeholders in collaboration with the RRFA Planning Team to ensure a variety of perspectives are captured.

*Work anticipated for RRFA staff: identification of stakeholders and introductions to BERK team.*

**Optional Community Engagement (not included in base proposal).** If desired, BERK can engage residents and business or property owners using an online survey and one or more community open houses. The survey and open house event(s) would be promoted by the RRFA and its key partners to encourage broad participation. We have significant experience with multi-lingual surveys and meetings, which may be warranted given the service area's diverse population.

*Work anticipated for RRFA staff: review of draft survey, meeting support, and participation in open house meetings.*

**Summary Situation Assessment.** The creation of a Summary Situation Assessment is a hallmark of BERK's approach to strategic plan. This concise document of no more than a few pages, will synthesize the key findings and strategic planning implications of all the input gathered in Phase 1. By presenting this to and refining it with the Planning Team, we will establish an agreed-upon understanding of the RRFA's key challenges and opportunities. This agreement will serve as a unifying pivot as we turn to the next phase of work, which includes developing a Draft and Final Plan.

*Work anticipated for RRFA staff: review of draft material.*

**Strategic Planning Team Meeting #2.** During this meeting, we will review the input gathered in Phase 2; discuss, refine, and adopt the Summary Situation Assessment; and solidify the key issues to be addressed in the Strategic Plan.

*Work anticipated for RRFA staff: meeting support, review of draft and final meeting materials, and participation in Planning Team meetings.*

### Task 3: Draft and Final Plan Development

This phase of work features several iterative meetings of the Strategic Planning team as we work on successive drafts of the emerging strategic plan. BERK staff will work between meetings to substantially address the draft so Planning Team members see forward motion.

**Strategic Planning Team Meetings #3-5.** BERK will facilitate three Planning Team meetings during which the content of the plan will be developed, including updated Vision, Mission, and Values; Goals, Strategies, and Actions; and an accompany Implementation Framework. BERK will advance draft material between meetings to ensure that these meetings are productive and efficient use of everyone's time.

*Work anticipated for RRFA staff: meeting support, review of draft and final meeting materials, participation in Planning Team meetings, and development of some draft content between meetings.*

**Draft and Final Plan Development.** BERK will lead development of Plan content and layout, drawing on material generated by the Strategic Planning Team.

*Work anticipated for RRFA staff:* provision of images for document, review of draft and final Plan content.

**Review of Recommended Draft Plan.** BERK will support Planning Team members in presenting the Recommended Draft Plan to the Board for consideration. Feedback from this session will be used to finalize the document.

*Work anticipated for RFA staff:* review of draft and final meeting materials and participation in meeting.

**Strategic Planning Team Meeting #6.** This meeting will revolve around incorporating input from the Review of Recommended Draft Plan into a refined Final Plan. The RRFA's final Strategic Plan will include, at a minimum:

- An introduction and process overview.
- A concise summary of planning inputs (with comprehensive findings housed in an appendix), an overview of the community, and a profile of the organization.
- Compelling Mission, Vision, and Values statements that focus the organization and succinctly communicate its promise to the communities it serves.
- Nested Goals and Strategies that outline the planned approach to addressing key issues, challenges, and opportunities.
- A strong Implementation Framework, identifying how the RRFA will operationalize the Strategic Plan from year to year, linking its strategy to ongoing budgeting and decision making.

BERK will provide editable and PDF copies of all final products.

## Optional Task: Capital Facilities Plan Update Support

If directed, BERK can provide additional services to support the RRFA in an annual update to their capital facilities plan (CFP). This optional task could include the following elements:

- Updating the 2017 CFP with new project list, inventory, and/or replacement cost information.
- Updating sections 3.5 and 3.6 of the 2017 impact fee rate study with new project list and costs. This could impact the maximum defensible fire impact fee.
- Supporting the City of Renton with amendment language to reference the updated CFP in their comprehensive plan.

# COST PROPOSAL

The table below outlines our anticipated level of effort by task for the scope of work included in this proposal. We would be happy to discuss revisions this initial estimate after further conversation.

BERK Consulting				
	Brian Murphy, Project Manager	Lead Analyst	Project Support	Base Hours and Estimated Cost by Task
2019 Hourly Rate	\$250	\$135	\$115	
Phase 1: Kick-off and Ongoing Project Management				
Kick-off Call	2	2		
Project Launch	5	5		
Strategic Planning Team Meeting #1 (including meeting design, materials, facilitation)	4	6	2	
Ongoing Project Management	5	5		
Subtotal	16	18	2	36 \$6,660
Phase 2: Context Setting and Information Gathering				
Community and Agency Profile, with maps	5	10	25	
Engagement Plan	2	5		
Staff Engagement (online survey; shift meetings; or BC-meetings)	2	20	20	
Partner and Stakeholder Engagement (10 interviews)	2	10	10	
Summary Situation Assessment	4	15	10	
Strategic Planning Team Meeting #2	4	6	2	
Subtotal	19	66	67	152 \$21,365
Phase 3: Draft and Final Plan Development				
Strategic Planning Team Meeting #3	4	6	2	
Strategic Planning Team Meeting #4	4	6	2	
Strategic Planning Team Meeting #5	4	6	2	
Draft Plan Development	10	20	10	
Final Plan Development and Layout	5	20	20	
Review of Recommended Draft Plan	5	10		
Subtotal	32	68	36	136 \$21,320
Total Estimated Hours	67	152	105	324
Cost (Hours*Rate)	\$16,750	\$20,520	\$12,075	\$49,345
Subtotal Consultant Cost	\$49,345			
Project Expenses @ ~1.5% of project budget	\$650			
Estimated Project Total - Base Budget	\$49,995			
OPTIONAL TASKS:				
Contingency for optional CFP update support	\$5,000			
Community Survey	\$5,000			
Community Open House	\$3,000			
Estimated Total with Optional task	\$62,995			

# TEAM QUALIFICATIONS

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## ABOUT BERK CONSULTING

BERK is an interdisciplinary consultancy integrating strategy, planning, and policy development; financial and economic analysis; and facilitation, design, and communications. Founded in 1988, our passion is working in the public interest, helping public and nonprofit agencies address complex challenges and position themselves for success.

Our Mission is: **Helping Communities and Organizations Create Their Best Futures.** We do this by:

- Integrating the art of effective decision-making with the science of rigorous quantitative and qualitative analysis;
- Bringing people, ideas, and analysis together to generate understanding and consensus on the best strategies and decisions; and
- Bridging across disciplines to synthesize diverse information and facilitate relationships.

A hallmark of our approach is our ability to communicate complex information to a wide range of audiences, using words, numbers, pictures, and maps to convey information in accessible, understandable formats. We believe that when participants truly understand the issues and options before them, they are able to make good decisions, and then communicate and explain those decisions to the broader community.

**Subject Matter Expertise working with Fire Districts.** BERK has successfully worked with cities, counties, and ports in Washington State on a range of fire and public safety projects that include queries in to service planning, cost-of-service, capital facility needs, accountability, and strategy. Our experience has given us a strong familiarity with relevant issues such as the relationship of demographics, land use, and socio-economic characteristics on the demand for, and nature of, fire and emergency services.

We have a particular area of expertise in the assessment of service levels and revenue requirements needed to support those levels of service. We have worked successfully with fire departments during many planning efforts, including long-term capital facilities planning and annexation studies, to understand the key fiscal, operational, and capital, issues associated with providing public safety services.

## STAFF EXPERIENCE

**Brian Murphy (Project Manager)** is a Principal at BERK with more than 15 years of experience in market analysis and economic development for communities throughout the Puget Sound region. As Principal in Charge, he will provide strategic advice, oversight, and review of final materials before delivery to the client.

Currently, Brian is leading the update of the Puget Sound Regional Fire Authority's Strategic Plan. He has worked closely with fire agencies throughout the Puget Sound region, including those in the cities of Tukwila and Bellevue. He recently worked with the City of Renton their Disaster Recovery Framework and Senior Services Plan.

Brian received a B.A. with Honors from UC Santa Cruz and an M.B.A. from the University of Washington, where he led the school's Net Impact chapter. He is a 2003 graduate of Leadership Tomorrow.

**Additional Staff Capacity.** BERK has a team of 24 full-time planners, analysts, and facilitators available to support this project as needed. Many of our staff have direct experience working with public safety organizations, including fire.



## RELEVANT PROJECT EXPERIENCE

### *Renton Regional Fire Authority Capital Facilities Plan & Impact Fees Analysis*

The Renton Regional Fire Authority (RRFA) was formed in 2016 by approval of voters in the City of Renton and King County Fire District 25. BERK supported the RRFA in a review and update of the existing City of Renton Fire Impact Fee. To conduct this study, BERK forecasted future fire apparatus needs due to projected increases in emergency incidents associated with population and employment growth as well as demographic trends. This study also included an operational assessment of fire stations and office space that addressed expected staffing and apparatus increases.

### *Puget Sound Regional Fire Authority Strategic Plan + Annual Updates*

In 2017, BERK worked with the Kent Regional Fire Authority to develop a Strategic Plan to provide a strategy and a future direction for their organization. BERK collaborated with a core team of RFA leadership, staff, and governing board members to create an engaging plan that describes one to five-year goals and action strategies, and communicates the RFA's direction to staff, the public, and local policymakers.

Annual follow-up work has included a focus on organizational development and implementation, as well as supporting the RFA through a name change and change in leadership. BERK is currently working with them on a new 2020 Strategic Plan.

### ***Bellevue Fire District Strategic Plan + 2015 Update***

Bellevue Fire's Strategic Plan established four goals that focused the Department's efforts related to public safety, organizational development, infrastructure investment, and public engagement. The planning process drew on surveys of residents and staff, interviews with local businesses and contract cities, a review of trends in regional demographic and economic conditions, and discussions with Department staff and leadership to map out a plan for advancing key issues facing the Department. Given the fluidity of the Department's operating environment, the Plan did not establish a rigid sequence of next steps according to an absolute timeline, but identified decision points and choices to be evaluated when key indicators were seen in the environment or when performance tracking indicates change was necessary.

Four years after developing Bellevue Fire's first Strategic Plan, BERK was engaged to update the plan. This included an executive staff retreat, facilitation of a planning committee, and updates to supporting inputs, including consideration of how rapidly changing conditions in the community will impact the demand for fire services in the future. The updated strategy retains the structure of the previous plan while building additional connections to ongoing decision making to ensure the document provides useful guidance for the department.

### ***Lake Stevens Fire Strategic Plan***

BERK led a strategic planning process for Lake Stevens Fire. The process included drafting a new vision, mission, and values for the district, developing goals and strategies, and building an implementation cycle for putting the plan's ideas into action.

The process was organized around a Strategic Planning Committee with key inputs from staff, community leaders, Board Commissioners, and residents within the service area. The final plan is actionable, concise, and easy to share. The strategic planning process identified growing EMS needs in the community without commensurate resources.



## Governing Board Agenda Item

SUBJECT/TITLE: Station 13 Conference Room Audiovisual (A/V) System Upgrade - Avidex

STAFF CONTACT: S. Babich

### SUMMARY STATEMENT:

We have selected a vendor to upgrade the audio video system in the conference room, which includes a projection system replacement, flat panel display addition, video input additions, new distributed audio system, new control system, and a video teleconferencing system.

### FISCAL IMPACT:

Expenditure 56,653.47 Revenue 0

Currently in the Budget Yes ☒ No ☐

### SUMMARY OF ACTION:

Staff invited several audiovisual (AV) companies to discuss the upgrade of the conference room AV equipment and conferencing options. Avidex was the only vendor to respond in a timely manner, and therefore became the vendor of choice. Proposals are based on State DES contract pricing and includes both hardware and professional service including 1 year of support.

Reviewed by Legal Yes ☐ No ☒

### EXHIBITS:

Audiovisual Solution Proposal - Avidex

### RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move that we approve the Audiovisual Solution Proposal and authorize the Chief to engage in pursuing professional services with Avidex.

# Renton Regional Fire Authority

Conference Room  
Audiovisual (A/V)  
System Upgrade

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## AUDIOVISUAL SOLUTION PROPOSAL

Avidex Project 190249 Version 1



Submitted by  
Dave Crace  
425-274-7916  
[dcrace@avidex.com](mailto:dcrace@avidex.com)

STATE OF WASHINGTON  
DES MASTER CONTRACT NO. 03418



13555 Bel-Red Road, Suite #226 | Bellevue, WA 98005 | 425.643.0330

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## INTRODUCTION

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This proposal describes the audio video system upgrade for the Renton Regional Fire Authority,(RFA) Conference Room located in Renton, WA.

The information presented in this proposal is based on our understanding of the requirements communicated to us in a site visit held on May 23<sup>rd</sup>, 2019. The proposed solution is designed to meet the expressed needs and to meet specific performance requirements as listed in this proposal.

The pricing included in this proposal is based on the Washington State Department of Enterprise Service, (DES) Master Contract Number: 03418 available for use by the Renton Regional Fire Authority.

Our work will be completed at address of the job site location in the following space.

- Conference Room located 18002 108th Ave SE Renton, WA. 98055

## SCOPE

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### Overview

The Renton RFA has requested that the audio video system in the Conference Room be upgraded. The refresh will include the following:

- Projection system replacement
- Flat panel display addition
- Video input additions
- New distributed audio system
- New control system
- Option for adding an audio/video conferencing system

The conference room measures approximately 31.58' L x 26.98' W x 9.87' H and is primarily used for meetings, training classes, and assessment testing. The goal is to have an audio video system that easily supports the uses listed and is simple to operate for end users.

### Display

The conference room currently has a projection system installed. The RFA is experiencing issues with the projection screen sticking, making the raising and lowering of the screen difficult. The exact model of the screen was not available at the time that this proposal was created, so it is not clear as to whether just the fabric or motor replacement would alleviate the issues. A new screen and case have been included in this quote; however, other options may be explored upon request.

The existing screen measures 60" x 96" and is appropriately sized for the room, offering clear legibility of medium detailed content for viewers up to 30' away from the screen. This same screen size and aspect ratio will be preserved. One (1) new 113" diagonal, 16:10 projection

screen will be provided and mounted in the same location as the existing screen. Avidex will de-install the existing screen and turnover to RFA prior to the installation of new projection screen.

The existing projector will also be replaced. Avidex will attempt to preserve the existing mounting location of 17' from the screen provided that there are no structural obstructions. One (1) new 5K lumen laser projector with a throw distance range of 10'11" to 17'5" will be provided and installed.

One (1) new wall mounted 55" 4K LED flat panel display will be provided and installed. The display will be on an articulating mount which will allow for rotation. The display will be mounted on the wall opposite of the windows. It is assumed that there is a wall mounting location approximately 15' from the front tables. A further distance away will require increasing the display size to ensure legibility and will require a change order to cover the added cost. Please note that the display will protrude approximately 5.5" off the wall. Assuming the ceiling height is accurate, Avidex will be able to mount the display 80" above the finished floor in order to meet ADA requirements.

### Video Sources

A total of four (3) video inputs have been designed into the system:

1. Wireless sharing
2. Local wired sharing from a 'bring your device' laptop
3. In-room PC

#### *Wireless Presentation*

One (1) wireless sharing device will be provided and installed. Users will be required to plug a dongle into their laptop in order to connect and present. Please note that this device is not intended to be used for two-way communication, such as conferencing.

#### *Wired Presentation*

There will be one (1) wired input into the system. A rack panel with an HDMI and a VGA+Audio connection will allow users to bring in a laptop, set it on top of the equipment rack, and plug directly into the system for local sharing.

#### *Dedicated PC*

One (1) owner furnished rack mounted PC will be integrated into the system and will provide an HDMI video input. The PC will be running a soft codec enabling users to conduct audio and video conference calls should that functionality be required (please note that this requires additional hardware included in this proposal as an option). One (1) owner furnished wireless keyboard and mouse will be available for use that utilize a USB connection on the rack input panel. An additional USB connection will be provided to accommodate file transfer from portable thumb drives.

### Video Routing

Only one (1) video source will be available for viewing at a time. Both the projector and the display will provide the same content for viewing. There are two (2) open outputs to allow for scalability if needed in the future.

## Audio

The audio associated with the HDMI signal that is selected and being displayed will be de-embedded and routed through a digital signal processor (DSP), amplified, and distributed to in-ceiling speakers installed throughout the conference room.

### *Speakers*

Six (6) in ceiling speakers will be provided and installed approximately 10'-11' from each in an edge to center configuration for even coverage throughout the space.

### *Digital Signal Processor (DSP)*

One (1) 4x4 DSP will be provided and integrated so that the audio being routed through the speakers can be processed.

## Control

One (1) 10" tabletop control touch panel will be provided and located on top of the new equipment rack. The touch panel will work in conjunction with a new control processor to enable control of the following functions:

- System on/off
  - Projector on/off
  - Screen up/down
  - Display on/off
- Video input source selection
- Speaker volume up/down/mute

A button keypad may be a control option that offers less flexibility but can accomplish many of the tasks listed above. Coordination with the RFA is required to identify which option best fits the RFA's requirements. Pricing for this option may be made available upon request.

## Equipment Rack

One (1) new locking equipment rack will be provided and installed to house all of the new hardware. Further coordination with the RFA is required to finalize location, finish, and any additional features that may be required. It is assumed that data and power will be made available (by others) at the rack location prior to installation.

## Video Teleconferencing Option

The RFA has requested that a video teleconferencing option be included with this proposal. The 'Display', 'Video Sources' and 'Video Routing' sections above will remain the same. The conferencing option focuses on ease of use and integration by having a single manufacturer solution. The conferencing system will be comprised of a pan tilt zoom (PTZ camera) and an audio DSP built by the same manufacturer to work together. All components are connected to a network switch giving the PC and the control system access to the camera and audio content. One (1) new ceiling microphone array will be provided and installed near the center of the room. The microphone features eight aimable lobes increasing the overall coverage of the microphone and improving overall performance. Further coordination with the RFA is required to define

seating arrangements in order to ensure that most configurations are supported during a conferencing session.

## SCHEDULE

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We anticipate completion of the project on the following schedule:

	<b>Schedule Start</b>
Receipt of Purchase Order or Contract and Deposit:	
Engineering	1 week
Equipment Procurement	2 weeks
System Installment	1 week
Rough-In	
Equipment Installation/Termination	
Commissioning	2 days
Programming	
Testing	
Adjustment	
Client Training	
Client Final Acceptance	1 day
Transitioning to New System Warranty Support	1 day
<b>Total Project Schedules Estimate</b>	<b>5 weeks</b>

Avidex will work with you to finalize a schedule that meets the implementation requirements of the project.

This project is anticipated to take approximately 5 weeks from receipt of a valid Purchase Order or an executed contract referring to this proposal document. This is not a guarantee of delivery or installation time. Actual delivery and installation schedules will be finalized after receipt of the purchase order and mobilization payment.

## EQUIPMENT PRICING

### CONFERENCE ROOM A – AV SYSTEM UPGRADE

Display						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
D1		<b>Projector</b>			\$ -	\$ -
D2	Canon	5K laser projector w/ lens	1		\$ 2,788.84	\$ 2,788.84
D3	Chief	Universal projector mount	1		\$ 170.04	\$ 170.04
D4		<b>Projection Screen</b>			\$ -	\$ -
D5	DaLite	113" 16:10 High contrast matte white screen	1		\$ 1,834.67	\$ 1,834.67
D6		<b>Flat Panel Display</b>			\$ -	\$ -
D7					\$ -	\$ -
D8	Samsung	55" 4K LED flat panel display	1		\$ 954.85	\$ 954.85
D9	Chief	Large Flat Panel Swing Arm Wall Display Mount - 25" Extension	1		\$ 496.60	\$ 496.60
					<b>Display Total</b>	<b>\$ 6,245.00</b>
Video						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
V1		<b>Wireless Presentation</b>			\$ -	\$ -
V2	Barco	Clickshare Wireless presentation device + dongles	1		\$ 1,464.48	\$ 1,464.48
V3					\$ -	\$ -
V4		<b>Video Input Scaler/Switcher</b>			\$ -	\$ -
V5	Extron	Four Input Scaler with HDMI Output	1		\$ 1,124.35	\$ 1,124.35
V6					\$ -	\$ -
V7		<b>DTP Video DA</b>			\$ -	\$ -
V8	Extron	HDMI to Four Output DTP DA - 230 feet (70 m)	1		\$ 1,576.35	\$ 1,576.35
V9					\$ -	\$ -
V10		<b>DTP Receivers at Projector and Display</b>			\$ -	\$ -
V11	Extron	DTP Receiver for HDMI	2		\$ 265.55	\$ 531.10
					<b>Video Total</b>	<b>\$ 4,696.28</b>
Audio						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
A1		<b>Speakers</b>			\$ -	\$ -
A2	Sonance	P5-C63RT 6.5" In-Ceiling speaker (pair)	3		\$ 248.60	\$ 745.80
A3					\$ -	\$ -
A4		<b>Power Amplifier</b>			\$ -	\$ -
A5	Extron	70 V Mono Amp - 60 Watts	1		\$ 276.85	\$ 276.85
A6					\$ -	\$ -
A7		<b>Audio DSP</b>			\$ -	\$ -
A8	Extron	4x4 Audio DSP	1		\$ 446.35	\$ 446.35
					<b>Audio Total</b>	<b>\$ 1,469.00</b>
Control						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
C1		<b>Touch Panel</b>			\$ -	\$ -
C2	Extron	10" Tabletop TouchLink Pro Touchpanel	1		\$ 1,576.35	\$ 1,576.35
C3					\$ -	\$ -
C4		<b>Control Processor</b>			\$ -	\$ -
C5	Extron	IPCP Pro 250 IP Link Pro Control Proc., LLUI Upgrade	1		\$ 1,344.70	\$ 1,344.70
C6					\$ -	\$ -
C7		<b>Network Switch</b>			\$ -	\$ -
C8	Luxul	24 port PoE network switch	1		\$ 720.38	\$ 720.38
					<b>Control Total</b>	<b>\$ 3,641.43</b>
Rack & Accessories						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
R1		<b>Equipment Rack</b>			\$ -	\$ -
R2	Middle Atlantic	Equipment rack w/ locking door (PLACEHOLDER)	1		\$ 565.00	\$ 565.00
R3					\$ -	\$ -
R4		<b>Rack Input Plate</b>			\$ -	\$ -
R5	Extron	HDMI Input AAP module	1		\$ 45.20	\$ 45.20
R6	Extron	VGA/Audio Input AAP module	1		\$ 33.90	\$ 33.90
R7	Extron	Single blank AAP module (pair)	1		\$ 11.30	\$ 11.30
R8	Extron	Full-Rack Width, 1U AV Connectivity Mounting Frame	1		\$ 101.70	\$ 101.70
					<b>Rack and Accessories Total</b>	<b>\$ 757.10</b>
Misc. Materials						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
M1	Avidex	Direct Materials	1		\$ 1,933.01	\$ 1,933.01
M2	Avidex	Indirect Materials	1		\$ 468.55	\$ 468.55
					<b>Misc. Materials Total</b>	<b>\$ 2,401.56</b>
					<b>Equipment Summary</b>	
					Display System	\$ 6,245.00
					Video System	\$ 4,696.28
					Audio System	\$ 1,469.00
					Control System	\$ 3,641.43
					Rack and Accessories	\$ 757.10
					Misc. Materials	\$ 2,401.56
					<b>Equipment Subtotal</b>	<b>\$ 19,210.37</b>

## CONFERENCE ROOM A – AV SYSTEM UPGRADE WITH VIDEO CONFERENCING

<b>Display</b>						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
D1		<b>Projector</b>			\$ -	\$ -
D2	Canon	5K laser projector w/ lens	1		\$ 2,788.84	\$ 2,788.84
D3	Chief	Universal projector mount	1		\$ 170.04	\$ 170.04
D4		<b>Projection Screen</b>			\$ -	\$ -
D5	DaLite	113" 16:10 High contrast matte white screen	1		\$ 1,834.67	\$ 1,834.67
D6					\$ -	\$ -
D7		<b>Flat Panel Display</b>			\$ -	\$ -
D8	Samsung	55" 4K LED flat panel display	1		\$ 954.85	\$ 954.85
D9	Chief	Large Flat Panel Swing Arm Wall Display Mount - 25" Extension	1		\$ 496.60	\$ 496.60
					<b>Display Total</b>	<b>\$ 6,245.00</b>
<b>Video</b>						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
V1		<b>Wireless Presentation</b>			\$ -	\$ -
V2	Barco	Wireless presentation device + dongles	1		\$ 1,464.48	\$ 1,464.48
V3					\$ -	\$ -
V4		<b>Video Input Scaler/Switcher</b>			\$ -	\$ -
V5	Extron	Four Input Scaler with HDMI Output	1		\$ 1,124.35	\$ 1,124.35
V6					\$ -	\$ -
V7		<b>DTP Video DA</b>			\$ -	\$ -
V8	Extron	HDMI to Four Output DTP DA - 230 feet (70 m)	1		\$ 1,576.35	\$ 1,576.35
V9					\$ -	\$ -
V10		<b>DTP Receivers at Projector and Display</b>			\$ -	\$ -
V11	Extron	DTP Receiver for HDMI	2		\$ 265.55	\$ 531.10
V12					\$ -	\$ -
V13		<b>VTC System</b>			\$ -	\$ -
V14	QSC	PTZ Camera	1		\$ 3,390.00	\$ 3,390.00
					<b>Video Total</b>	<b>\$ 8,086.28</b>
<b>Audio</b>						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
A1		<b>Microphone Array</b>			\$ -	\$ -
A2	Shure	Ceiling microphone array	1		\$ 3,389.40	\$ 3,389.40
A3					\$ -	\$ -
A4		<b>DSP</b>			\$ -	\$ -
A5	QSC	Audio DSP	1		\$ 2,260.00	\$ 2,260.00
A9					\$ -	\$ -
A10		<b>Speakers</b>			\$ -	\$ -
A11	Sonance	PS-C63RT 6.5" In-Ceiling speaker (pair)	3		\$ 248.60	\$ 745.80
A12					\$ -	\$ -
A13		<b>Power Amplifier</b>			\$ -	\$ -
A14	Extron	70 V Mono Amplifier - 60 Watts	1		\$ 276.85	\$ 276.85
					<b>Audio Total</b>	<b>\$ 6,672.05</b>
<b>Control</b>						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
C1		<b>Touch Panel</b>			\$ -	\$ -
C2	Extron	10" Tabletop TouchLink Pro Touchpanel	1		\$ 1,576.35	\$ 1,576.35
C3					\$ -	\$ -
C4		<b>Control Processor</b>			\$ -	\$ -
C5	Extron	IPCP Pro 250 IP Link Pro Control Proc., LL UI Upgrade	1		\$ 1,344.70	\$ 1,344.70
C6					\$ -	\$ -
C7		<b>Network Switch</b>			\$ -	\$ -
C8	Luxul	24 port PoE network switch	1		\$ 720.38	\$ 720.38
					<b>Control Total</b>	<b>\$ 3,641.43</b>
<b>Rack &amp; Accessories</b>						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
R1		<b>Equipment Rack</b>			\$ -	\$ -
R2	Middle Atlantic	Equipment rack w/ locking door (PLACEHOLDER)	1		\$ 565.00	\$ 565.00
R3					\$ -	\$ -
R4		<b>Rack Input Plate</b>			\$ -	\$ -
R5	Extron	HDMI Input AAP module	1		\$ 45.20	\$ 45.20
R6	Extron	VGA/Audio Input AAP module	1		\$ 33.90	\$ 33.90
R7	Extron	Single blank AAP module (pair)	1		\$ 11.30	\$ 11.30
R8	Extron	Full-Rack Width, 1U AV Connectivity Mounting Frame	1		\$ 101.70	\$ 101.70
					<b>Rack and Accessories Total</b>	<b>\$ 757.10</b>
<b>Misc. Materials</b>						
Item	Manufacturer	Description	Qty	OFE	Unit Price	Ext. Total
M1	Avidex	Direct Materials	1		\$ 2,921.21	\$ 2,921.21
M2	Avidex	Indirect Materials	1		\$ 708.08	\$ 708.08
M3	Avidex	Misc Equipment Allowance			\$ -	\$ -
M4					\$ -	\$ -
M5					\$ -	\$ -
					<b>Misc. Materials Total</b>	<b>\$ 3,629.29</b>
					<b>Equipment Summary</b>	
					<b>Display System</b>	<b>\$ 6,245.00</b>
					<b>Video System</b>	<b>\$ 8,086.28</b>
					<b>Audio System</b>	<b>\$ 6,672.05</b>
					<b>Control System</b>	<b>\$ 3,641.43</b>
					<b>Rack and Accessories</b>	<b>\$ 757.10</b>
					<b>Misc. Materials</b>	<b>\$ 3,629.29</b>
					<b>Equipment Subtotal</b>	<b>\$ 29,031.15</b>

## PRICING

### CONFERENCE ROOM A – AV SYSTEM UPGRADE

<b>EQUIPMENT AND MATERIALS</b>	<b>\$19,210.37</b>
<b>TECHNICAL SERVICES</b> – Includes project administration, project management, design engineering, senior design engineering, CAD, offsite and on-site installation, programming, field engineering, system testing, checkout, training, G&A and New System Warranty. This proposal includes non-union labor for all activities.	<b>\$14,715.00</b>
<b>360° SERVICE PLAN - 1 Year Essential Plan</b>	<b>\$1,692.00</b>
<b>PROJECT SUBTOTAL</b>	<b>\$35,617.37</b>
<b>SHIPPING – (*GROUND SHIPPING INCLUDED PER CONTRACT)</b>	<b>\$0.00</b>
<b>SALES TAX ESTIMATE</b> Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	<b>\$3,561.74</b>
<b>PROJECT TOTAL</b>	<b>\$39,179.11</b>

**CONFERENCE ROOM A – CONFERENCE ROOM A AV SYSTEM UPGRADE WITH VIDEO  
CONFERCING OPTION**

<b>EQUIPMENT AND MATERIALS</b>	<b>\$29,031.15</b>
<b>TECHNICAL SERVICES</b> – Includes project administration, project management, design engineering, senior design engineering, CAD, offsite and on-site installation, programming, field engineering, system testing, checkout, training, G&A and New System Warranty. This proposal includes non-union labor for all activities.	<b>\$19,915.00</b>
<b>360° SERVICE PLAN - 1 Year Essential Plan</b>	<b>\$2,557.00</b>
<b>PROJECT SUBTOTAL</b>	<b>\$51,503.15</b>
<b>SHIPPING – (*GROUND SHIPPING INCLUDED PER CONTRACT)</b>	<b>\$0.00</b>
<b>SALES TAX ESTIMATE</b> Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	<b>\$5,150.32</b>
<b>PROJECT TOTAL</b>	<b>\$56,653.47</b>

## DES STATE MASTER CONTRACT NO. 03418 PRICING

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### 1. Equipment Pricing

Equipment pricing will be calculated on a 13.00% cost plus mark-up based on the manufacturer's current published dealer unit cost.

- Shipping and Handling (Ground Delivery) included.
- Avidex will accept returned equipment within 30 days of delivery in original factory sealed packaging and may be subject to manufacturer re-stocking fees.

### 2. Hourly Rates

Hourly not to exceed service rates to be used to support design engineering, CAD drafting, project management, control system programming, wiring, cabling, installation, and training.

#### 2.a Design

Description	Rate
Senior Designer	\$ 110.00
Designer/Project Engineer	\$ 95.00
CAD Drafting	\$ 70.00
Project Manager	\$ 95.00
Contract Administrator	\$ 70.00
Project Administration	\$ 70.00

#### 2.b Installation

Description	Rate
Project Manager	\$ 95.00
Contract Administrator	\$ 70.00
Project Foreman	\$ 70.00
Field Engineering/System Testing	\$ 95.00
Programmer	\$ 110.00
Training	\$ 95.00
CAD Drafting	\$ 70.00
Field Installation	\$ 70.00
De-installation/Move	\$ 70.00
Custom Fabrication	\$ 70.00
Shop Technician	\$ 70.00
Documentation	\$ 70.00
Project Administration	\$ 70.00

**Electronic Technician – 200% of Prevailing Wage Hourly Rate**

## TECHNICAL SERVICES

Project Management  
Engineering  
Control System Programming  
Integration Labor  
Project Documentation  
Training & Documentation

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## TECHNICAL SERVICES

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The integration process incorporates the necessary steps to provide a complete, “turn-key” audiovisual solution including equipment, materials, labor and services to complete the systems as outlined within this document.

Avidex follows industry-certified and documented processes which have been proven successful in assuring each system will be installed as developed.

The following describes our scope of work and project deliverables for Integration Services:

## PROJECT MANAGEMENT

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- Responsible for client communication throughout the project duration.
- Coordinate all activities with designated client representative.
- Avidex will participate in meetings as required to complete the project and coordinate with other trades. Attendance at weekly construction meetings is not included in this agreement.
- Monitor project implementation.
- Provide scheduling for and oversight of the Avidex team.
- Coordinate project equipment ordering, staging and pre-installation fabrication of equipment for the project.
- Coordinate any site conditions that may necessitate audiovisual system changes.
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration.
- Coordinate audiovisual system connections and interfaces as they relate to any lighting, electrical, or mechanical systems.
- Verify project completion.
  - Confirm completion of system testing.
  - Assure completion of any punch list items.

## ENGINEERING

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- Prepare all system documentation necessary for the installation of the project.
  - System functional diagrams.
  - Facilities drawings (equipment locations).
  - Control system program requirements.
- Provide and implement control systems programming.
- Test and debug system.
- Oversee final systems testing and commissioning.
  - Adjust and balance system settings.
  - Mark and record final system settings.
  - Assure the finished system meets the design criteria and functions per the developed content.

## CONTROL SYSTEM PROGRAMMING

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- Create AV control system code.
- Design and create user interface (UI).
- The user interface will be built upon a standard UI style and standard buttons with minor adjustments of wording, logos and background color. UI review will be conducted via email as needed.
- Test and debug control system.

## INTEGRATION LABOR

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- Pull, terminate, and label all low voltage cables.
- Install structural mounting systems for all audio-visual equipment.
- Mount and terminate all AV connection plates.
- Install all AV equipment.
- Site clean-up and trash disposal, etc.
- Assure that all installed systems are operating as proposed.
- Assist engineering with systems testing and debugging.
- Provide or assist in providing end-user training.

## TRAINING & DOCUMENTATION

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Training will be provided to operational and maintenance personnel at the end of the project. This training will provide the users with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system.

Documentation will include record drawings and manufacturers equipment manuals. These will be assembled and delivered as an electronic copy. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer.

Maintenance manuals for most electronic components are only available to factory certified and trained personnel. Maintenance manuals are not included in final documentation.

## GENERAL CONDITIONS

Provisions  
Work & Products Provided by Others



## PROVISIONS

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- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. "Normal Business Hours" are defined as Monday through Friday, 8:00am to 5:00pm.
- Client will provide all electrical outlets floor boxes, conduits and core drills in the area(s) where audiovisual equipment is to be installed as specified by Avidex prior to Avidex beginning on-site work.
- Jobsite building structures including ceilings, walls and floors; used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- Client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by the client.
- Existing hardware, wiring, programming or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, they shall obtain, at Client's expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job, and is not used as a result of any customer changes to the design, or refused by the client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to a 100% of the sales price restocking fee, plus any incurred freight.
- Should Avidex be delayed at any time in the progress of the work, by material changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, construction delays, unavoidable casualties or causes beyond Avidex's control, the agreed upon time for completion shall be extended by Change Order for such reasonable time as the Project manager may determine.
- Such Change Orders may include charges to cover additional costs incurred by Avidex due to the delay.

- Avidex's proposals for installation costs are based upon 8-hour days and 40-hour workweeks, Monday through Friday, between the hours of 8:00AM and 5:00PM. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power, structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.
- Freight fees are estimated for ground freight service. Expedited freight, as required by the client, will be prepaid and added to invoices.
- The pricing information provided within this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require Avidex credit and contract term review and approval as well as pricing confirmation for the new contract terms.
- The Client will furnish Avidex such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall be proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the internal credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms. Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.
- Where applicable, Avidex will provide the Client or End-User with an irrevocable, royalty-free license and full access to control systems and other software source code(s) that have been written by Avidex specifically for this project. All software program(s) or code(s) will be provided with an explicit understanding that no modification, no duplication, nor distribution of the software by the Client or End-User shall be allowed. Software source code modifications by the Client or End-User, resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor may be necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines an increase or decrease in the project fees or timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client in whole cancel project in whole or in part, prior to final completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

## WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)

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- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall mounted equipment including display, loudspeakers, camera, et cetera.
- Painting, patching or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Work in asbestos treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of client furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing.

## POST INSTALLATION WARRANTY & SUPPORT

New System Warranty  
360° Service Plans



## **NEW SYSTEM WARRANTY**

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Avidex warrants the integrated system(s) furnished are free of defects in workmanship and materials for a period of one year from the date of acceptance or date of first beneficial use whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled as expeditiously as is feasible during normal business hours and days of operation.

Under this warranty, Avidex will troubleshoot, uninstall and reinstall any equipment within the Avidex audiovisual system except for the cost to service and/or repair Client Furnished Equipment or equipment out of manufacturer's warranty. Avidex will broker and process the repair of that equipment at the standard Avidex rate.

Avidex reserves the right to charge for a service visit at standard Avidex service time and material rates (minimum of 2 hours onsite plus travel) if a service call results in a No Fault Found (NFF) or No Trouble Found (NTF) during a dispatched site visit.

### **Avidex Services Provided Under the New System Warranty**

- Avidex will respond to requests for assistance due to client-reported issues and, if warranted, dispatch a technician during normal business hours (8:00AM to 5:00PM Pacific Time, Monday – Friday, excluding Avidex holidays) to troubleshoot the AV system problem based on our available resources
- Avidex will identify and uninstall the defective equipment and return such equipment to the manufacturer or authorized repair center for warranty processing
- Avidex will reinstall the repaired or replaced equipment and test the system
- Avidex will pay the shipping costs associated with the repair of the equipment, except for Client Furnished Equipment and/or equipment out of manufacturer warranty

### **Avidex Services Not Provided Under the New System Warranty**

- Extend or provide additional repair services for manufacturer warranty coverage
- Repair of Client Furnished Equipment
- After hours 24x7 Helpdesk support
- Guaranteed on-site response time
- Remote system monitoring, management, and reporting
- Before- or after-hours on-site response
- Proactive support or preventive maintenance
- Training
- Spare or loaner equipment during equipment repair period
- Warranty coverage for client acts of negligence or misuse

## 360° SERVICE PLAN <sup>SM</sup>

Avidex recommends the Essential 360° Service Plan less remote monitoring for this project. Avidex 360° Service enhances the new systems warranty coverage with proactive support services for worry-free operation. See Appendix A for further details on the proposed 360° Service Plan.



360° Coverage	Essential	Advanced	Elite
Help Desk Support Availability	8x5*	24x7	24x7
Priority Call Response Time SLA	4 hours	2 hours	1 hour
Priority On-Site Response Time SLA	2 business days	1 business day	4 business hours*
RMA Management of OEM Hardware	•	•	•
Annual Preventive Maintenance & Reporting	One	One	One
Assigned Service Management with Escalation Access		•	•
On-Site AV Service Assurance Technician	Optional	Optional	Optional
Emergency Loaners for Business Critical Devices			•
The below items: Remote Monitoring, Fault Detection, Analytics & Reporting and Remote Management of Devices may require the implementation of hardware and software applications. Refer to the proposed scope of work to confirm if these features have been included.			
Remote Monitoring with Fault Detect & Reporting	•	•	•
Remote Monitoring with Fault Diagnoses & Troubleshooting		•	•
AV Solution Analytics & Reporting		•	•
Remote Management of Device Firmware, Configurations & Changes			•

\* Standard Business Hours in Pacific Time

### Initial Term and Automatic Renewal

The initial term of the specified 360° Service Plan Agreement is identified in the pricing section. Unless written termination is requested by either party thirty (30) days in advance of the anniversary expiration date of the current 360° Service Plan term, the Agreement between the parties shall automatically renew for successive one (1) year periods. Written termination requests by the client should be sent to: Attn. Contract Admin 13555 Bel-Red Road, Bellevue, WA, 98005.

At any time within the current term or renewal period should adjustments in work responsibilities and/or price be deemed necessary, proposal and agreement revisions shall be exchanged between the parties, be mutually agreed upon in writing and once executed become part of the current Agreement or understanding between the parties.

**TERMS** 

Payment Terms  
Authorization to Proceed-Integration Services  
Terms & Conditions



## PAYMENT TERMS

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All Projects require a mobilization fee of 30% of the overall proposed contract total in order to initiate the order. Mobilization fees are due upon Receipt. This proposal is valid for 60 days from the date appearing on the cover page.

- Monthly progress invoices will be issued with net 30-day terms.
- The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- Avidex reserves the right to charge for stored materials and/or equipment.
- Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

## AUTHORIZATION TO PROCEED – INTEGRATION SERVICES

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Avidex will begin the implementation phase of this project upon receipt of the client purchase order or executed contract referring to this proposal and the mobilization fee.

I have reviewed the available post-installation 360° Service Plan offerings with my account executive.

☐ I elect to decline the 360° Service Plan offering. By checking this box, I understand that I am declining the proposed service and support coverage for my audiovisual system.

Submitted by: Avidex Industries, LLC

Name: Dave Crace Signature: \_\_\_\_\_

Date: July 16, 2019

Client Approval

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachments:

Terms & Conditions  
Appendix A – Support Agreement

## **TERMS & CONDITIONS**

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The Terms & Conditions are based on State of Washington DES Master Contract No. 0318.

<https://apps.des.wa.gov/DESContracts/Home/ContractSummary/03418>

## APPENDIX A: 360° SERVICE PLAN<sup>SM</sup>

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### ESSENTIAL (INCLUDED AND PRICED)

Under Essential coverage, Avidex warrants the furnished integrated system(s) are free of defects for the priced term period from the date of acceptance or date of first beneficial use, whichever occurs first. This coverage includes the remote monitoring, troubleshooting, uninstallation and reinstallation of the equipment integrated by Avidex. Remedy for such defects during the coverage period shall be provided at no additional expense to the client. The following services are included under this coverage:

### REACTIVE SUPPORT

#### Avidex 360° Service Helpdesk will:

- Provide a dedicated toll-free number to report and request technical support for the integrated equipment.
- Avidex 360° Service Helpdesk is operated during standard Avidex hours of Monday – Friday 8:00AM to 5:00PM Pacific Time except for Avidex holidays
- Respond to the initial support request within 4 business hours
- Contact the client in an effort to resolve the issue remotely to ensure the quickest possible resolution
- Use the integrated remote monitoring equipment to assist with fault detection and reporting, dependent upon the specific scope of the proposed project.
- Administer the repair process for defective or broken equipment including processing of any manufacturer RMA.

#### On-Site Support will:

- Provide a qualified Field Support Technician during standard Avidex hours within two business days of the support request
- Troubleshoot the system and make the best effort to resolve the issue(s) while at the client site.
- Return defective equipment to an authorized repair center or directly to the manufacturer for warranty repair or exchange. All fees related to shipping are included.
- Provide a suitable replacement to ensure full system operability in the event the item is no longer repairable.
- Install the repaired or replacement equipment and test to ensure the system is operable per the original system intent.

#### Lamp Replacement:

- Labor (only) is covered under this support agreement.

### PROACTIVE SUPPORT

#### Preventive Maintenance

- Avidex will perform periodic maintenance for your integrated audiovisual system including system check, cleaning, and tweaking of all appropriate equipment. Avidex will also provide a summary report detailing the status of the audiovisual system and troubleshoot and repair any discovered audiovisual problems.
- This proposal includes one (1) preventive maintenance visit per year of the agreement.

- Upon completion of each preventive maintenance visit, the Field Support Technician will conduct a system operations training session if requested.

#### **SERVICES NOT PROVIDED UNDER THIS COVERAGE**

- Repair to Client Furnished Equipment and/or components unless included in Appendix B
- Before or after hours on-site support
- Repairs due to customer acts of negligence or misuse
- Coverage for projection screen material, plasma glass assembly, lamps, bulbs, furniture, LCD panels, optical engines, batteries, and accessories. Such parts will be provided at a 10% discount off our list price
- Image burn-in caused by static images displayed over an extended period of time on any display device