

SOUTH SNOHOMISH COUNTY FIRE & RESCUE
SMALL WORKS ROSTER REQUEST FOR PROPOSAL

PROJECT TITLE: ROOF REPLACEMENTS AT SSCF&R FIRE STATIONS #13 & #14
RFP DUE DATE: THURSDAY, MAY 31, 2018, 2:00PM

This REQUEST FOR PROPOSAL is being issued in accordance with RCW 35.22.620, which permits the use of a Small Works Roster to solicit Proposals. Only qualified contractors who have filled out an application to be on the MRSC roster and have been accepted may submit Proposals. **If you did not receive this solicitation directly from South Snohomish County Fire & Rescue, you may not be eligible to submit a Proposal.** A small works roster application is available at www.mrscrosters.org. Notice is hereby given that written Proposals will be received by SSCF&R Finance Department, to perform **ROOF REPLACEMENTS AT RFA FIRE STATIONS #13 & #14**. Proposals must be received no later than, **THURSDAY, MAY 31, 2018, 2:00PM.**

Hand-deliver to SSCF&R Headquarters at, or Fax/ e-mail to (425)551-1248/ or e-mail to gkaufmann@SouthSnoFire.org, Mailing address: SSCF&R Headquarters, Gary Kaufmann, 12425 Meridian Ave S., Everett, WA 98208.

Project Description: South Snohomish County Fire & Rescue is soliciting competitive Proposals using the MRSC Small Works Roster for **ROOF REPLACEMENTS AT SSCF&R FIRE STATIONS #13 & #14. One fire station roof to be replaced in 2018 and one in 2019.**

Estimated total expenses for these roof replacements are \$60,000.

Mandatory Site(s) Visit: Site visits are required. **Tuesday, May 15, 2018, 9:00AM.** Fire Station #13 (Silver Firs) and Fire Station #14 (Lynnwood).

Schedules: Contractor shall generally work between 8:00 a.m. and 5:00 p.m. Monday through Friday, unless the SSCF&R authorizes an exception. Work on nights, weekends or holidays require special permission by SSCF&R and coordination with the business Project Representative to assure his/her required presence at the SSCF&R work site.

Prevailing Wages: This project is a Public Work as defined in RCW 39.04.010. The Contractor shall comply with all provisions of RCW 39.12. The applicable prevailing wage schedule is attached. The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to SSCF&R.

Insurance: The awarded Contractor shall provide evidence of insurance as described herein. This includes Workers' Compensation, Liability, and Property Damage Insurance. SSCF&R shall be named as an Additional Insured on each policy.

Bonds: No bid bond is required. Both a Performance and Payment Bond are required of contracts \$35,000 or greater (including tax). If the total cost of this project, including Washington State sales tax, is \$25,000 or less, the contractor may, in lieu of the bond, elect to have the Fire Authority retain fifty percent of the contract amount for a period of forty-five days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. SSCF&R reserves the right to waive bond and retainage requirements for contracts under \$35,000 (including tax).

SSCF&R reserves the right to reject any or all Proposals, waive informalities, and make the award in the best interest of SSCF&R. Proposal results and questions pertaining to this project can be obtained by reaching Gary Kaufmann at (425) 551-1216 or e-mail gkaufmann@SouthSnoFire.org.

TIMELINES AND SCHEDULES
ROOF REPLACEMENTS AT RFA FIRE STATION #13 & #14
RFP

Timelines and schedules: These are estimated, although not guaranteed by SSCF&R, and are provided for background information.

SSCF&R Issues RFP: **Friday, May 4th, 2018.**

Site Visit: **Tuesday, May 15, 2018, 9:00AM.**

Station #13 (Silver Firs)
13611 Puget Park Drive
Everett, WA 98208

Station 14 (Lynnwood)
18800 68th Ave W.
Lynnwood, WA 98036

Last day on which questions can be submitted regarding the project: **Tuesday, May 22nd, 2018, close of business**

RFP Due Date: **Thursday, May 31st, 2018, 2:00PM**

SSCF&R Award: **June, 2018.**

After Award:

Mandatory Contract Return Date: Awarded Contractor must return signed contracts and insurance documents within ten (10) business days after receipt of materials from SSCF&R. Failure to return could result in rejection of award, and SSCF&R would proceed to the next low Contractor for award.

Start Date: Within ten (10) days after execution of Contract and the issuance by written Notice to Proceed or Purchase Order.

Table of Contents

Request for Proposal	Page 1
Timeline	Page 2
Instructions	Page 4
RFP Form	Page 9
General Provisions	Page 12
Sample Contract	Page 24
Scope of Work	Page 26
Service Addresses	Page 27
General Questions	Page 28

INSTRUCTIONS TO CONTRACTORS

1. **SUBMITTAL DEADLINES:** Submit your RFP on or before **Thursday, May 31, 2018, 2:00PM**, to SSCF&R using one of the following delivery methods.

Attention: South Snohomish County Fire & Rescue, Purchasing Manager,
Gary Kaufmann

Hand Deliver/Mail: 12425 Meridian Ave S., Everett, WA 98208

E-Mail: gkaufmann@SouthSnoFire.org

Fax: (425)551-1248

It is the Contractor's responsibility to make sure that faxed Proposals are received by the deadline. Contractors who delay transmitting faxed Proposals until near the deadline risk that other fax traffic may delay their fax transmission until after the deadline. Proposals received after the deadline will not be considered.

Contractors should allow normal mail delivery time to ensure timely receipt by SSCF&R. Contractors assume the risk for the method of delivery chosen. SSCF&R assumes no responsibility for delays caused by delivery.

This RFP is not a formal Public Bid opening and reading. Proposals are informally read and opened in the Finance Department by the Purchasing Manager.

2. **BONDS AND RETAINAGE:** No bid bond is required. If the total cost of this project, including Washington State sales tax, is \$25,000 or less, the contractor may, in lieu of the Payment and Performance Bond, elect to have the city retain fifty percent of the contract amount for a period of forty-five days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. Also see Standard Specifications (1-03.4) and the General Provisions herein, #35.
3. **COMMUNICATION RESTRICTIONS:** All communications regarding this Proposal must be directed to the Contact person:

Name: Gary Kaufmann
Address: 12425 Meridian Ave. S., Everett, WA 98208
Phone: (425)551-1216
Fax: (425)551-1248
E-Mail: gkaufmann@SouthSnoFire.org

Unless authorized by the Contact person, no other SSCF&R official or employee can speak for SSCF&R regarding this RFP. SSCF&R is not bound by information, clarification, or interpretations from other SSCF&R officials or employees. Submitters should not contact SSCF&R officials or employees, other than the Contact person. Failure to observe this requirement may be grounds for rejection of the Contractor's Proposal.

4. **INTERPRETATION OF RFP AND PURCHASE DOCUMENTS:** SSCF&R will not provide binding oral interpretations to Contractors as to meaning of RFP or Contract documents; oral communication is not binding upon SSCF&R. Requests for interpretation shall be made to the Contact person as soon as possible, and at least 2 days prior to RFP due date. SSCF&R will provide Addendum for any substantial interpretation or change, which will be sent promptly to parties who received the RFP. All addenda shall become part of the RFP package.
5. **ADDENDA:** If SSCF&R issues Addenda to these instructions, Contractors must acknowledge receipt of the Addenda on the RFP Form. It is the Contractors responsibility to insure that they have received all Addenda, although SSCF&R will make reasonable effort to provide Addenda to all invited Contractors. If receipt of Addenda (if any) is not indicated on the RFP Form SSCF&R may assume the Bid considers all Addenda OR the Purchasing Manager may reject the RFP.
6. **ALL OR NONE PROPOSALS:** “All or none” Proposals are required. No exceptions or alteration will be accepted. Acceptable alternates shall be specified and requested by SSCF&R, if any.
7. **RFP FORM:** All Proposals shall be submitted on the RFP Form enclosed herein.
8. **RFP PRICE:** The RFP shall include everything necessary for the prosecution and completion of the Contract including, but not limited to, furnishing all material, labor, equipment and Subcontractors, and other facilities and all management, superintendent’s labor and service, except as may be provided otherwise in the Contract documents. SSCF&R will not be liable for any errors in any vendor’s bid. Contractors will not be allowed to alter Proposals after the deadline for the submission of Proposals.

SSCF&R reserves the right to make corrections or amendments due to errors identified in Proposals by SSCF&R or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Contractors are liable for all errors or omissions contained in their Proposals.

When, after the opening and tabulation of Proposals, a Contractor claims error, and requests to be relieved of award, it will be required to promptly present certified work sheets. The Contact person will review the work sheets and if the Contact person is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Contractor may be relieved of its bid.

After opening and reading Proposals, SSCF&R will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by SSCF&R. SSCF&R tax rate shall prevail over any calculated tax provided on the RFP Form. If tax is calculated improperly, SSCF&R shall utilize SSCF&R tax rate and calculate accordingly.

9. **EXAMINATION OF RFP AND CONTRACT DOCUMENTS, SITE AND SITE CONDITIONS:** In summary, bid submission constitutes acknowledgement upon which SSCF&R may rely, that Contractor thoroughly examined and is familiar with the Proposal,

specifications and Contract documents, familiar with all worksites, reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided, and received and considered all Addenda. Failure or neglect of Contractor to examine such documents work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the Contractor from any obligations with respect to the Contractor's offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract documents, work site(s), specifications, delivery requirements, statutes, regulations, ordinances or resolutions. A signed Contract furnished to the successful Contractor results in a binding Contract without further action by either party.

10. **NEW OR USED:** All equipment provided shall be of new manufacture, unless otherwise specifically stated or called for in the RFP Documents.
11. **SIGNATURES:** Proposals shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed. If a RFP or Contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of Contractor, upon request of SSCF&R. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.
12. **INCURRED COSTS:** SSCF&R is not liable in any way for any costs incurred by respondents in replying to this request.
13. **WITHDRAWAL OF RFP:** Contractors may withdraw a RFP that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the Purchasing Manager.
14. **ALTERATION OF RFP:** A RFP already submitted to SSCF&R may be changed in writing, if the notice of change is received before the RFP submittal deadline. Such changes need to be signed by an individual authorized to submit Proposals on behalf of the firm.
15. **ERRORS AND OMISSIONS:** SSCF&R will not consider a claim of an error in a RFP unless the claim is presented in writing within 24 hours after the Proposals are opened. Additionally, Contractors claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than 48 hours after the Proposals are opened.
16. **RFP OPENINGS:** Proposals are not publicly opened. Award information will be made available as soon as practical following opening at the time and date specified. Results shall be e-mailed to all contractors when available.
17. **EXPIRATION:** Submittal of a Proposal certifies that the Proposal remains valid until SSCF&R completes award and enters a Contract with a winning Contractor, which normally occurs within 45 calendar days after bid opening. All Proposals will become void if SSCF&R decides to reject all Proposals.

18. **RIGHT TO REJECT PROPOSALS:** In summary, SSCF&R reserves the right to reject any or all Proposals, waive technicalities or irregularities, and to accept any bid if such action is believed to be in the best interest of SSCF&R. Proposals may be rejected by SSCF&R, with or without cause, in the best interest of SSCF&R and/or in the discretion of SSCF&R Purchasing Manager. Causes for rejection may include, but are not limited to: (a) if prices are excessively unbalanced in the opinion of SSCF&R, (b) if Proposals are not in ink; (c) if unit prices are not evident; (d) if addenda are not acknowledged.
19. **NON-RESPONSIVE RFP:** Any RFP that does not comply with these instructions is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by the Purchasing Manager and not further considered.
20. **RESPONSIBLE CONTRACTORS:** SSCF&R shall consider only responsible Contractors. Neither listing on the MRSC Small Works Roster nor REQUEST FOR PROPOSAL guarantees that SSCF&R has found the firm responsible. SSCF&R Purchasing Manager may reject Proposals from Contractors that are not considered responsible, in the opinion of SSCF&R. Responsible Contractors are those that have, in the sole judgment of SSCF&R, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform Contract work. SSCF&R may also consider references and quality to determine responsibility. Contractors are ineligible to submit a RFP if any owner has been convicted within the past ten years of a crime that impugns honesty or integrity, or if the Contractor has unsatisfied tax or judgment liens. Contractors shall have the required insurance at time of award, a valid and current Washington State Contractor's license, appropriate to the work at time of RFP, and satisfactory business experience. Other factors, including but not limited to, delivery, materials, quality, and equipment may also be considered the by SSCF&R to determine responsibility. SSCF&R reserves the right to use any information, whether supplied through the RFP or otherwise obtained, in determining responsibility. In addition, SSCF&R reserves the right to determine responsibility.
21. **RFP AWARD:** If an award is made as a result of this solicitation, it will be made to the lowest, responsible Contractor whose RFP is determined by SSCF&R to be responsive. In summary and as applicable to SSCF&R policy, notice of award shall be deemed to have been given when SSCF&R Board of Commissioners authorizes award. If no such authorization is required, notice of award shall be when the Purchase Order and/or Contract, addressed to the successful Contractor at the address shown in the RFP, is deposited in the US Mail in Everett, Washington, unless otherwise noted.
22. **PUBLIC INFORMATION:** All Proposals are public information once Proposals are tabulated and are available upon request.
23. **CONTRACT RETURN:** The successful Contractor must immediately sign and return all requested documents to SSCF&R. These must be received by SSCF&R within 10 working days after your receipt of the materials from SSCF&R. Each Contractor should perform any reviews and consideration of the Contract PRIOR to submittal, so that signature of Contract can occur immediately following award. Each Contractor should have preparations to immediately notify their insurance broker for the required insurance documents. If materials

are not returned within 10 business days, SSCF&R retains the right to cancel the award and go to the next lowest responsive and responsible Contractor.

24. **FAILURE TO EXECUTE CONTRACT:** In summary, should the awarded Contractor fail to execute a Contract within the terms and conditions herein, MRSC may be notified and Contractor may be considered to be removed from the eligible Contractor's list.
25. **NON-COLLUSION:** In summary, submittal and signature of a RFP swears that the RFP is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
26. **NON-SEGREGATED FACILITIES:** Contractor agrees that the company does not maintain or provide for employees any segregated facilities, and that the Contractor does not allow employees to perform services at any such facility. Contractors agree that a breach of this shall constitute a Contract violation.
27. **PROTESTS:** SSCF&R shall respond to all formal, written protests made against SSCF&R for RFP and contract awards. This applies to all informal Small Works Proposals, unless an alternative protest procedure has been specified in the RFP document.
28. **REFERENCES:** Please provide two (2) customer references with contact information for similar sized contracts.
29. **EVALUATION CRITERIA:**
Proposals will be evaluated using the following criteria:
 1. Answers to General Questions;
 2. References;
 3. Proposed Costs;
 4. Contractor's willingness to commitments to timely service;
 5. Understanding of the project and its objectives;
 6. The degree of completeness of the vendor's response to the specific requirements of the RFP.

The TWO attached pages are the formal RFP Offer Sheet.

Complete BOTH pages and return to SSCF&R Purchasing Manager.

Do not use any other form to submit your offer.

Submit no later than May 31, 2018, 2:00 PM

RFP FORM
ROOF REPLACEMENTS AT RFA FIRE STATIONS #13 & #14
RFP DUE AT 2:00PM, MAY 31, 2018

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all Work in strict compliance with all documents, for the amount set forth below.

- RFP form must be signed.
- Use ink and print legibly.
- Unit prices, when relevant, are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.
- Undersigned acknowledges that Addenda numbers _____ through _____ have been received, examined, and taken into account as part of the RFP.
-

Item	Description	RFP Item Price
1	FIRE STATION #13 (SILVER FIRS)	\$
2		
3	FIRE STATION #14 (LYNNWOOD)	\$
4		
5	4' X 8' X ½" PLYWOOD (IF REQUIRED)	\$
6		
7		
8		
9		
10		
11		
12		
13		

Are you on Comptroller General's list of Ineligible Contractors or list of parties excluded from Federal procurement or non-procurement programs? Yes No

Company Name: _____

Type of Business Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

FID #: _____

Company Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Print Name of Signatory: _____

Print Title of Signatory: _____

CONTRACTOR SIGNATURE: _____

ROOF REPLACEMENTS AT RFA FIRE STATIONS #13 & #14

CONTRACTOR'S DECLARATION OF OPTION
IN LIEU OF PERFORMANCE BOND
(May be used if project is less than \$25,000)

In lieu of providing a Performance Bond, I hereby elect to have South Snohomish County Fire & Rescue retain 50% of my payment for this project for a period of 45 days after acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

NAME (PLEASE PRINT) _____

SIGNED _____ DATE _____

TITLE _____

GENERAL PROVISIONS

Small Works

These general provisions are hereby a part of the conditions agreed to by the Contractor upon Bid.

1. **Applicable Law and Forum:** Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising here from shall be brought in Snohomish County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.
2. **Acceptance of Award:** If awarded Contractor begins work, the Contractor is deemed to have agreed to all Addenda, Bid, Special Provisions, Contract Plans, General Provisions, Contract, and all other related documents. If such work is accepted by the awarded Contractor before SSCF&R receiving a signed contract, both parties shall regard the Contract and documents to be in force.
3. **Contract Documents:** In summary, the Addenda, Bid, Special Provisions, Contract Plans, General Provisions, Amendments to the Standard Specifications, Standard Specifications, Standard Plans shall be a part of and constitute the Contract entered into by SSCF&R and successful Contractor. In the event there is discrepancy between any of the foregoing Contract Documents, the above order of documents governs so that the former prevails over the latter.
4. **Notice to Proceed:** Contractor shall not commence Work until Notice to Proceed or Purchase Order number has been given by SSCF&R. This Notice to Proceed must be issued by SSCF&R Project Manager, unless named differently in the Special Provisions. A Notice to Proceed will be given after the Contract has been executed by SSCF&R and the Contractor, and where applicable, by any State or Federal agencies responsible for funding any portion of the Project. The time allowed for Substantial Completion of the Work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, ten calendar days after the date of issuance of the Notice to Proceed or the date work commences, whichever is earlier.
5. **Change Orders:** In summary, SSCF&R reserves the right to add or delete work, items, agencies or locations from this contract, subject to appropriate adjustments to the Contract price. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, with prices consistent with the original bid price margins, and evidenced by a written Contract Change Notice from SSCF&R Project Manager or his designee. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. General reservations of rights will be deemed waived and void.
6. **Contractor Clean-Up:** In summary, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by the Contractor in an efficient and expeditious manner as required and directed by the Project Manager or his designee.
7. **Inspection and Acceptance:** In summary, work performed under this Contract will be monitored and inspected by the Project Manager or his designee, and accepted by same.
8. **Warranties:** In summary, contractor warrants that items furnished conform to its description and any applicable specifications, shall be of good quality and fit for the known purpose for

which sold. This warranty is in addition to any standard warranty or service guarantee to SSCF&R. Contractor shall submit in writing, and detail the warrantee covering said item(s) or as soon thereafter as immediately required by SSCF&R.

9. **Guarantee**: In summary, contractor hereby guarantees that all of the work, materials or equipment furnished under this Contract will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications.
10. **Contractor Responsible for Work**: Contractor shall be responsible for all Work until its acceptance by SSCF&R and Contractor will not be released from responsibility for any part of the work until one (1) year after it has been accepted.
11. **Approvals**: In summary, materials purchased are subject to SSCF&R approval and if rejected are held subject to the Contractor's risk and expenses incurred for its return as approved by SSCF&R Project Manager or his designee.
12. **OSHA/WISHA**: Contractor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certifies that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless SSCF&R from damages assessed against SSCF&R because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
13. **Compliance with Laws**: In summary, contractor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.
14. **Taxes**: In summary, the contractor shall include Washington State Sales and Local Tax where applicable, as a separate item on the invoice. Exclude Federal Excise Tax and supply exemption certificate when necessary.
15. **Licenses and Permits**: In summary, contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. SSCF&R may charge Contractors for any SSCF&R permits that are issued, and such costs, if any, shall be borne by the Contractor.
16. **Safety Measures**: All work under this Contract shall be performed in a safe manner. Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

17. **Prevailing Wages:** In summary, Prevailing Wages shall apply to all Work, in compliance with State RCW and Standard Specifications. It is the responsibility of the Contractor to file all required forms with the State of Washington, Department of Labor and Industries, in a timely manner.
18. **Worker's Benefits:** In summary, contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, SSCF&R may retain such payments from any money due Contractor and pay the same into the appropriate fund.

After Final Completion of all Work on the project, Contractor shall submit a "Request for Release" to the Washington State Department of Labor and Industries on the form they provide. The "Request for Release" form of the Department of Labor and Industries is also for obtaining a release with respect to the payments of industrial insurance and medical aid premiums.

19. **Equal Opportunity and Nondiscrimination:** In all hiring or employment made possible or resulting from this Contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.
20. **Personal Liability:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of SSCF&R be in any way liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this Contract.
21. **Warranty of Title:** The Contractor shall warrant good title to all materials, supplies, and equipment purchased for, or incorporated in the work. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor, to recover under any bond given by the Contractor for their protection, or any rights under any law permitting such persons to look to funds due the Contractor in the hands of SSCF&R.
22. **Guarantee of the Work:** The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. SSCF&R will give notice of observed defects with reasonable promptness. The guarantee period shall be suspended from the time a significant defect is first documented by SSCF&R until the work or equipment is repaired or replaced by the Contractor and accepted by SSCF&R. In the event that fewer than 90 days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least 90 days guarantee of the work from the date of acceptance of such repair or replacement.

23. **Insurance:** The contractor shall not start Work under this Contract until Contractor has furnished proof of insurance as required hereunder and such insurance has been approved by SSCF&R; nor shall Contractor allow any subcontractor to commence Work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of insurance by SSCF&R shall not relieve or decrease the liability of Contractor for any damages arising from Contractor's performance of the Work.

Contractor shall procure and maintain during the life of this Contract, Commercial General Liability, and Automobile Liability Insurance, and as detailed herein, to protect SSCF&R and Contractor from and against all claims, damages, losses and expenses arising out of or resulting from the performance of Work detailed herein, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW Chapter 48. Coverage provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Contractor or any subcontractor, or by anyone directly or indirectly involved or employed by either of them.

Contractor insurance policies shall include SSCF&R as Additional Named Insured, Form CG 2010 11 85, on a Primary Basis and others if required by Contract documents. All insurance policies shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days prior written notice has been delivered to SSCF&R through certified mail. Exceptions to form must be approved by the Project Manager or Purchasing Manager.

A Certificate of Insurance including the Additional Named Insured Endorsement on Form CG 2010 11 85 shall be filed with SSCF&R after award, but prior to execution of the contract, for a primary policy of commercial general liability insurance and automobile liability insurance meeting the requirements herein.

The Certificate of Insurance (ACCORD Form 25-S) cancellation clause shall be revised to read as indicated below. Exceptions to this requirement must be approved by the Project Manager or Purchasing Manager.

Should any of the above described policies be cancelled, changed or reduced in coverage, before the expiration date, the issue company will mail thirty (30) day written notice to the certificate holder named at the left using certified mail.

Failure of the Contractor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of Contract and shall be cause of immediate termination of the Contract and of any and all obligations regarding the same.

Approval of the insurance, by SSCF&R, shall not relieve or decrease the liability of the Contractor for any damages arising from Contractor's performance of the Work.

Insurance shall provide, at a minimum, the types of insurance coverage, limits and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage listed below shall protect the Contractor and

SSCF&R from claims for damages of bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this Contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the Contractor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

Commercial General Bodily Injury and Property Damage Insurance shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate, and shall include:

- Premises & Operations;
- Owners and Contractors Protective;
- Products Liability, including completed Operations Coverage;
- Contractual Liability;
- Broad Form Property Damage;
- Commercial Form (to include Extended Bodily Injury);
- Employees as Additional Insured;
- Explosion, Collapse & Underground Hazard;
- Independent Contractors;
- Personal Injury;
- Stop Gap;
- Cross Liability Clause.

Automobile Bodily Injury shall be written with limits of liability as required by the Supplementary General Conditions, but shall in no case be for limits less than \$1,000,000 Combined Single Limit. Coverage shall include:

- All owned automobiles;
- Non-Owned automobiles;
- Hired automobiles;
- Any automobiles.

Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.

Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including the loss of use thereof, and shall not exclude Injury to, or destruction of, wires, conduits, pipes, mains, sewers or similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during, the use of mechanical equipment for the purpose of excavating or drilling, or injury to or destruction of property at any time resulting therefrom.

Builder's Risk Liability Insurance is required for all contracts that require new construction, for the full value of the structure, and with no more than \$10,000 deductible.

Longshoreman and Harbor Worker's Compensation Act and/or Jones Act Insurance shall be written on an occurrence basis for bodily injury, sickness, or disease, including death, resulting there from. Policy shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this Contract.

The coverage's provided by this policy are primary to any insurance maintained by SSCF&R.

Inclusion of more than one Insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the Contract would have been liable had only one Insured been named.

There shall be included in the liability insurance contractual coverage sufficiently broad to insure the provisions of that Section herein entitled "Hold Harmless Clause."

In the event the Contractor is required to make corrections on the premises after the Project has been inspected and accepted, s/he shall obtain at his/her own expenses, and before commencement of any corrective work, full insurance coverage as specified herein.

24. **Gifts and Gratuities:** In summary, businesses must not Bid, nor SSCF&R employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with SSCF&R business practices. It is also unlawful for anyone to Bid another, to influence or cause them to refrain from submitting a bid. Contractors and SSCF&R employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including SSCF&R Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a Contract condition, bid practice, or at any activity related to SSCF&R business.
25. **Dust and/or Mud Control:** The Contractor shall furnish all labor, equipment, and means required and shall carry out protective measures wherever and so often as necessary to prevent operations from producing dust and/or mud in amounts damaging to property, the environment, or causing nuisance. The Contractor shall be responsible for any damage resulting from dust or mud originating from his operations. The dust and mud abatement measures shall be continued until all required resurfacing is complete or until the Contractor has completed arrangements with the proper authorities whereby he is relieved of further responsibility. All cost to control dust and/or mud shall be considered incidental to construction, no further compensation shall be made.
26. **Assignment:** In summary, neither party may assign any portion of the Contract work without the prior consent of the other party.
27. **Construction Time Limit:** All of the work and materials contemplated to be included in these projects shall be completed within the seven (7) days per fire station. Contractor agrees to pursue completion of the project. In the event that Contractor shall fail to proceed with the contemplated work for more than seven (7) working days, Contractor shall be deemed to have abandoned the project, and SSCF&R may elect to terminate the Contract and thereafter proceed

to complete the Contract through its own forces or through an independent third party. In such event, the Contractor herein shall be responsible for all expenses reasonably incurred by SSCF&R in completing the work. The Contractor will also be responsible for all legal, engineering or other costs caused by the Contractor's abandonment, failure or refusal to complete the project within the time provided.

28. **Delays and Extensions of Time:** The Contractor herewith specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by SSCF&R. In lieu thereof, the Contractor will be granted equitable extensions of time by SSCF&R under the following circumstances:

A delay caused by any suit or other legal action against SSCF&R will entitle the Contractor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, SSCF&R will, upon request of the Contractor, in writing, either negotiate a termination of the Contract or grant a further extension of time, whichever may at the time be in the best interests of SSCF&R.

If the volume of the specified work, measured in dollars, is increased over the total value shown in the Contractor's Proposal, at the time the award of the Contract is made, the Contractor will, if SSCF&R agrees, be granted an extension of time proportionately equal to the impact on the Contract Time caused by the increase in the total value.

Should other unforeseen conditions occur beyond the reasonable control of Contractor, or should performance of work under a Change Order make the work more complex or difficult than originally specified and shown on the Plans, and such work, in the Contractor's opinion, requires more time to execute than allowed by the Contract, the Contractor shall notify SSCF&R in writing prior to the performance of such work, setting forth in detail its estimate of the added time required for such work. SSCF&R will, if such estimate is approved, allow an equitable extension of time. Also see #5, Change Orders, of these General Provisions.

29. **Breach:** A breach of a term or condition of the Contract shall mean any one or more of the following: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in SSCF&R's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property; (7) Contractor is determined to be in violation of federal, state or local laws or regulations and that such determination, in SSCF&R's sole opinion, renders the Contractor unable to perform any aspect of the contract.
30. **Default:** A Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.
31. **Termination for Breach and/or Default:** In addition, SSCF&R shall be entitled by written notice, to cancel and/or terminate this Contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the Contractor by reason of the Contractor's breach, as provided by law.

32. **Opportunity to Cure Default:** In summary, in the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, SSCF&R may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. SSCF&R is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by SSCF&R. SSCF&R may terminate the Contract for nonperformance, breach or default without allowing the opportunity to cure by the Contractor.
33. **Remedies for Cure of Default:** In summary, if the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, SSCF&R may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this Contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend Contractor from receiving future invitations to bid. SSCF&R may procure the articles or services from other sources and hold the Contractor responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.
34. **Termination for Convenience:** In summary, SSCF&R may terminate this Contract, in whole or in part, at any time by written notice to the Contractor.
35. **Payment & Performance Bond and Retainage Requirement:**

Projects under \$25,000 (including tax): If the total cost of this project, including Washington State sales tax, is \$25,000 or less, the contractor may, in lieu of the bond, elect to have the city retain fifty percent of the contract amount for a period of forty-five days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

Projects under \$35,000 (including tax): SSCF&R reserves the right to waive the Payment and Performance Bond and Retainage for contracts under thirty-five thousand (\$35,000) dollars (including tax) but SSCF&R has a right of recovery against the Contractor for any payments it makes on behalf of the Contractor.

Projects at \$35,000 or greater (including tax): Contractor shall obtain a Payment and Performance Bond in accordance with this Contract and all Attachments incorporated herein. RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, Contract Retainage not to exceed five percent of the monies earned by the Contractor as a trust fund for the protection and payment of:

- (a) The claims of any person arising under the Contract; and,
- (b) The State with respect to taxes imposed pursuant to Title 82 RCW, which may be due from such Contractor.

At the option of the Contractor, the moneys reserved shall be:

- Retained in a fund by SSCF&R; or,
- Deposited by SSCF&R in an interest bearing account in a bank, mutual savings bank, or savings and loan association. Interest on moneys reserved by SSCF&R under the provision of a public improvement Contract shall be paid to the Contractor; or placed in escrow with a bank or trust company by SSCF&R. When moneys are placed in escrow, SSCF&R shall issue a check representing the sum of moneys reserved payable to the bank or trust company and the

Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by SSCF&R and the bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid the Contractor as the interest accrues. If Contractor wishes to set up an escrow account for retainage deposits, an escrow agreement must be submitted for review thirty (30) days before first deposit.

- Bond in lieu of retainage in a form acceptable to SSCF&R.

Retained funds are held until released by SSCF&R's disbursing officer upon compliance with all other City, State and Federal requirements. Per RCW 60.28.050, SSCF&R notifies the State Department of Revenue upon final acceptance of contracts above \$20,000 (including tax). SSCF&R shall not release retainage until it has received from Revenue a certificate that taxes, increases and penalties due from the Contractor have been paid in full. RCW 60.28.011, requires SSCF&R also observe a forty-five (45) day wait period after date of semi-final acceptance, before release of retainage, to allow a reasonable period of public notification for any liens or claims. The date of semi-final acceptance is the date the Board authorizes same.

The moneys deposited in this account may be used by the bank to purchase as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by SSCF&R. Below is a list of such bonds or other securities approved by SSCF&R.

- (a) Bills, certificates, notes, or bonds of the United States;
- (b) Other obligations of the United States or its agencies;
- (c) Obligations of any corporation wholly owned by the government of the United States;
- (d) Indebtedness of the Federal National Mortgage Association;
- (e) Time deposits in commercial banks;
- (f) Money market deposits in commercial banks.

Contractor, subject to express written approval of SSCF&R, may select other bonds or securities, except stocks. Purchase of such bonds or other securities shall be in a form that shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by SSCF&R as provided in paragraph two (2) of this Agreement.

36. **Payments:** In addition, the Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. All accounts are paid according to RCW 39.76.020, Section 4C. Submitted Payment Requests must contain the following minimum information:

- (a) Purchase order ;
- (b) Item number, quantity and description as appropriate;
- (c) Unit and extended prices;
- (d) Shipping charges when applicable,

- a. Signed voucher for prevailing wages paid. If SSCF&R does not otherwise provide a Voucher to sign, the Contractor shall include the following statement on each Payment Request:

- i. *I, the undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; I certify that all prevailing wages have been paid in accordance with RCW 39.12 and the pre-filed Statement(s) of Intent to Pay Prevailing Wages.*

- b. Sales tax as applicable.

Mail Payment Requests to:

Project Manager or designee, South Snohomish County Fire & Rescue
12425 Meridian Ave S., Everett, WA 98208.

Contractor shall be paid in quarterly payments thirty (30) days after approval of an undisputed invoice.

37. **Liquidated Damages:** Time is of the essence of the Contract, and Contractor acknowledges that SSCF&R will suffer monetary and other damages in the event of an unexcused delay in Substantial Completion of the Work. If the Contractor fails or otherwise refuses to complete the Work within the Contract Time including any proper extension thereby granted by SSCF&R, then Contractor agrees to pay SSCF&R the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of Contract, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for Substantial Completion of the Work. The Special Provisions provided in the Contract Documents may include a specified value due for liquidated damages. If no liquidated damage value has been assigned in the Special Provisions, SSCF&R shall assess damages and apply as calculated by SSCF&R.
38. **Claims and Dispute Resolution:** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. A Claim may also include other disputes and matters in question between SSCF&R and Contractor arising out of or related to the Contract. Claims must be made in writing. The responsibility to substantiate Claims shall rest with the party making the Claim. A notice of a potential or future Claim does not constitute a Claim. Any Claims of the Contractor against the SSCF&R for damages, additional payment for any reason, or extension of time, whether under the Contract or otherwise, must be made in strict accordance with the applicable provisions of the Contract. No act, omissions, or knowledge, actual or constructive, of the SSCF&R shall in any way be deemed a waiver of the requirement for timely written notice and a timely written Claim unless the SSCF&R provides Contractor with an explicit, unequivocal written waiver.
 - (a) All claims must be addressed to: Project Manager, South Snohomish County Fire & Rescue, 12425 Meridian Ave S., Everett, WA 98208.
 - (b) Contractor shall submit in writing to the SSCF&R all Claims, within 14 days of the event giving rise to the Claim. Written Claim must specify the conditions and requested relief. SSCF&R shall consider such Claim and shall meet with the Contractor to confer and attempt to resolve the Claim.

- (c) Contractor shall diligently carry on the Work and maintain the Contractor's Construction Schedule during any dispute resolution proceedings, unless otherwise agreed by it and SSCF&R in writing.

Mediation: If the Claim is not resolved in the process provided immediately above, neither the Contractor nor any Subcontractor or Supplier of any tier may bring a claim against SSCF&R in litigation unless the Claim is first subject to nonbinding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by SSCF&R and Contractor.

Litigation: Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered as provided above. All unresolved Claims of Contractor shall be solved and released unless Contractor complies with the time limits above, and litigation is served and filed within the earlier of (a) 120 days after the day of Substantial Completion designated in writing by SSCF&R (provided that a mediation session has occurred as provided above); or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by SSCF&R.

39. **Indemnification:** To the maximum extent permitted by law, the Contractor shall be liable for and shall hold SSCF&R harmless from all damages and injuries caused to persons or property arising out of the performance of this Contract. The Contractor agrees to assume the defense of the SSCF&R and its officers and employees in all legal proceedings or claims with third parties connected with the Contractor's performance under this Contract, to pay all expenses, including reasonable attorney's fees, incurred by SSCF&R directly or indirectly on account of such legal proceedings, and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.
40. **Patents, Trademarks and Copyrights:** Contractor warrants that products furnished do not infringe upon any patent, registered trademark or copyright, and agrees to hold SSCF&R harmless in the event of infringement or claim thereof.
41. **Liens/Title:** Contractor warrants that items to be furnished are free and clear of all liens and encumbrances and that Contractor has good and marketable title to same.
42. **Hold Harmless:** The Contractor shall hold SSCF&R and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Contractor, its agents or employees pursuant to the Contract, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by SSCF&R, the Contractor shall pay the same.
43. **Ownership of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with this Contract shall be the property of SSCF&R whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the SSCF&R at its request and may

be used by SSCF&R as it sees fit. Contractor shall preserve the confidentiality of all SSCF&R documents and data accessed for use in Contractor's work product.

44. **Workers Right to Know:** WAC 296-62-054 requires that manufacturers of hazardous substances include with each delivery, a MSDS (Material Safety Data Sheets) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party. Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement, unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
45. **Mutual Responsibility of Contractor:** If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contract agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the SSCF&R account of any damage alleged to have been sustained, SSCF&R shall notify Contractor, who shall indemnify and save harmless SSCF&R against any such claim.
46. **Compensation and Employee's Liability Insurance:** Contractor shall maintain Workmen's Compensation Insurance as required by State Statute for all employees engaged in work on this contract. Should any work be subcontracted, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all subcontractor employees engaged in the work. In the event any class of employees engaged in work under this Contract at the project site is not covered under the Workmen's Compensation Insurance as required by State statute, the Contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance with a private insurance company for limits of at least \$100,000 each person and \$300,000 each accident and furnish satisfactory evidence of the same.
47. **Federal Endangered Species Act:** Contractor is responsible for compliance with the Federal Endangered Species Act ("ESA") in the means and methods for performance of the Contract work. SSCF&R has a strict Environmental Assessment Policy that all Contractors are required to know and comply with. This policy shall be a condition of bidding and performing work. Contractor may request a copy of the policy from the Project Manager, unless attached for immediate reference, and shall in any event comply with take avoidance "measures."

CONTRACT

South Snohomish County Fire & Rescue

THIS CONTRACT made and entered into this ____ day of _____, between South Snohomish County Fire & Rescue, a Snohomish County Public Agency, hereinafter referred to as “SSCF&R,” and _____, hereinafter called “Contractor.”

Contract Title:
Contractor Name:
Business Name:
Business Address:
Business Phone:
Business Fax:

WITNESSETH: That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials and equipment for the following named project:

South Snohomish County Fire & Rescue agrees to pay the Contractor the sum of _____ (\$), which includes all applicable sales and use tax.

Contractor shall perform all work in accordance with and as described in all attachments, including attached Change Orders if any, Addendums if any, RFP Form, Special Provisions, Plans and Specifications, Prevailing Wage Rates, General Provisions, and the 2006 Standard Specifications of the Washington State Department of Transportation, which are by this reference incorporated herein and made part hereof and, and shall perform any changes in the work in accord with the Contract Documents.

Work shall be performed in _____ (____)_____Days following the issuance of the written Notice to Proceed to the Contractor. If the Work is not completed within the Contract Time, the Contractor agrees to pay SSCF&R as **liquidated damages** the sum of _____ for each day the Project remains uncompleted after the expiration of the Contract Time. Such liquidated damages are appropriate and are agreed upon by the parties because of the impracticability and difficulty of ascertaining the actual damages SSCF&R would sustain in the event of non-completion within the Contract Time.

The Contractor shall provide and bear the 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 work provided for in these Contract Documents except those items mentioned therein to be furnished by SSCF&R.

- II. SSCF&R hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts

to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided in this contract.

- III. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required for the Contractor in the contract.
- IV. It is further provided that no liability shall attach to SSCF&R because of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first written above, and the Authorized Official has caused this instrument to be executed by and in the name of the said South Snohomish County Fire & Rescue on the day and year first written.

SOUTH SNOHOMISH COUNTY FIRE & RESCUE

CONTRACTOR

Date

Printed Name

Title

Attest To:

Date

Date

SCOPE OF WORK

- Remove and dispose of existing composition roofing, underlayment and flashings. One layer assumed but Contractor to verify prior to bid.
- Cost to replace one sheet of rotten or bad sheeting based on a 4'x8' sheet of ½" plywood including labor.
- Provide hourly rate for Journeyman Carpenter for any other unseen work needed.
- Apply ASTM D226 Rated synthetic underlayment over entire roof deck.
- Install a self-adhering ice and water shield waterproofing underlayment, CertainTeed Winter Guard or equivalent, around all penetrations.
- Install 30 year or better Architectural Composition roofing with algae block, 'CertainTeed' Landmark or 'Pabco' Premier or equivalent installed per Manufacturers specifications.
- Install baffled ridge vent at horizontal ridges to provide proper ventilation and install Hip and ridge cap to match roof.
- 26 gauge metal for any valleys and drip edges. Drip edge to be installed on all rakes/gable edges and 1x3 hemmed starter flashing at all gutter edges.
- Prime and paint any galvanized vent boxes to match roofing or replace as needed.
- Install all new lead pipe boots on plumbing vents and other masts.
- Install permanent OSHA approved double ring fall protection safety anchors as needed.
- Clean up grounds on a daily basis. At completion clean out gutters, remove all remaining debris from project and magnetic sweep the grounds.

Service Addresses

- **Station 13**
13611 Puget Park Dr.
Everett, WA 98208
- **Station 14**
18800 68th Ave W.
Lynnwood, WA 98036

General Questions

1. How many years in business?
2. Can you provide the Contact Persons – Phone Numbers for the primary project supervisors for this project?
3. What experience do you have with similar facilities?
4. What are some of these similar facilities?
5. Do you have a project Final Inspection Procedure?
6. What is your current safety record?
7. What is your standard warranty for your work?
8. Do you have insurance/bonding capabilities?
9. Has your firm ever been terminated prior to completion of its services from any project?
10. Are you able to comply with all OSHA Requirements and be responsible for required Personal Protection Equipment of all employees?