



This project must be started no later than September 1, 2022, and must be completed within 7 days of starting. The "start date" shall be upon locating equipment or supplies on site, and as deemed and determined by the Marysville Fire District. Commencing with the eighth day after the project start, liquidated damages in the amount of \$100.00 per day shall apply for each day the project remains uncompleted as determined by the Marysville Fire District.

No payments shall be made prior to acceptance of the completed project. In accordance with RCW 60.28, a retainage of 5% of the project cost shall be withheld until the following have been completed:

- The expiration of the 45 day lien notice period which follows the completion of the contract work,
- The receipt by the district of the Department of Revenue certificate,
- Satisfaction of the district that the certified taxes have been paid,
- Satisfaction of the district that the claims of materialmen and laborers and costs incurred in filing and processing the claims have been paid or provided for, and
- Satisfaction that all prevailing wage requirements have been satisfied.

The Marysville Fire District reserves the right to select any proposal it deems to best meet the needs of the Marysville Fire District, reject any and all Proposals and Quotes, or to waive irregularities in the Quotes and Proposals or procedures. Only one proposal per contractor shall be allowed per project. Each project proposal requested by Marysville Fire District requires a separate proposal; optional discount pricing may be submitted for awarding multiple projects to the same contractor.

### **DELIVERY, STORAGE, AND HANDLING**

Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:

- Product name or title of material.
- Product description (generic classification or binder type).
- Manufacturer's stock number and date of manufacture.
- Contents by volume, for pigment and vehicle constituents.
- Thinning instructions.
- Application instructions.
- Color name and number.
- VOC content.

Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain storage containers in a clean condition, free of foreign materials and residue.

- Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

### **PROJECT CONDITIONS**

Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C).

Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F (7 and 35 deg C).

Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

- Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

## **EXTRA MATERIALS**

Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.

- Quantity: Furnish Owner with an additional 5 percent, but not less than 1 gal. (3.8 L) or 1 case, as appropriate, of each material and color applied.

## **EXTERIOR PRIMERS**

Sherwin-Williams; A-100 Exterior Latex Wood Primer: Surfaces prepared and paint applied in accordance with manufacturer's directions as attached, to a dry film thickness of not less than 1.4 mils (0.036 mm).

## **EXTERIOR FINISH COATS**

Sherwin-Williams; SUPERPAINT® EXTERIOR LATEX FLAT A-80 SERIES: Surfaces prepared and paint applied in accordance with manufacturer's directions as attached, to a dry film thickness of not less than 1.4 mils (0.036 mm).

Sherwin-Williams; SUPERPAINT® EXTERIOR LATEX SATIN A89 SERIES: Surfaces prepared and paint applied in accordance with manufacturer's directions as attached, to a dry film thickness of not less than 1.4 mils (0.036 mm).

Sherwin-Williams; SUPERPAINT® EXTERIOR GLOSS LATEX A84 SERIES: Surfaces prepared and paint applied in accordance with manufacturer's directions as attached, to a dry film thickness of not less than 1.4 mils (0.036 mm).

Sherwin-Williams; Sher-Cryl HPA® EXTERIOR SEMI-GLOSS: Shall be used on exterior metal surfaces. Surfaces prepared and paint applied in accordance with manufacturer's directions as attached, to a dry film thickness of not less than 1.4 mils (0.036 mm).

## **EXECUTION**

### **A. EXAMINATION**

A.1 Examine substrates, areas, and conditions, for compliance with requirements for paint application.

- Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
- Start of painting will be construed as contractor's acceptance of surfaces and conditions within a particular area.

### **B. PREPARATION**

B.1 General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting. After completing painting operations in each space or area, reinstall items removed.

Coordinate activities with on site staff to ensure limited impacts to operations and sufficient protection is provided to all other real and personal properties. Marysville Fire District employee vehicles need to be protected through adequate distance, coverings, or relocation, within the confines of the property. Department vehicles need to be protected and remain operational and unimpeded.

B.2 Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning. Schedule

cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

**B.3 Surface Preparation:** Clean and prepare surfaces to be painted according to manufacturers written instructions for each particular substrate condition and as specified.

- Provide barrier coats over incompatible primers or remove and reprime.

*New Wood:* Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.

- Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.

*Ferrous Metals:* Clean non-galvanized ferrous-metal surfaces that have not been previously coated or from which coating has been breached; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.

- Clean as recommended by paint system manufacturer
- Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
- Touch up bare areas and shop-applied prime coats that have been damaged. wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.

*Galvanized Surfaces:* Clean uncoated or breached coated galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants.

*Existing Finished Surfaces:*

- Clean surface with phosphate soap and water.
- Lightly scuff surface with 100 grit sandpaper, careful not to expose bare metal (where applicable).
- Wipe and rinse with clean water only to remove any loose dust or soap film.
- Pressure wash exterior surfaces where applicable to remove loose dirt, paint, and other foreign materials.
- Spot prime any areas of exposed metal with a quality metal bonding primer.

**B.4 Material Preparation:** Mix and prepare paint materials according to manufacturers written instructions.

- Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
- Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
- Use only thinners approved by paint manufacturer and only within recommended limits.

## **C. APPLICATION**

**C.1 General:** Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.

- Paint colors, surface treatments, and finishes are indicated in the paint schedules.
- Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
- Provide finish coats that are compatible with primers used.

- The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
- Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces.
- Paint backsides of access panels and removable or hinged covers to match exposed surfaces.
- Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
- Sand lightly between each succeeding enamel or varnish coat.

**C.2 Scheduling Painting:** Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

- The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
- If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, comers, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
- Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

**C.3 Application Procedures:** Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

- **Brushes:** Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
- **Rollers:** Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
- **Spray Equipment:** Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- **Minimum Coating Thickness:** Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.

**Mechanical and Electrical Work:** Painting of mechanical and electrical work is limited to items previously painted current building colors.

**Prime Coats:** Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

**Pigmented (Opaque) Finishes:** Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

**Completed Work:** Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

#### **D. CLEANING**

D.1 At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.

- After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

#### **E. PROTECTION**

E.1 Correct damage by cleaning, repairing or replacing, and repainting.

- Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove all temporary protective wrappings.

#### **F. PAINT FINISH SCHEDULE**

F.1 Exterior walls and similarly painted attachments shall be painted with a FLAT finish.

F.2 Exterior trim and similarly painted attachments shall be painted with a SEMI GLOSS finish.

F.3 Exterior 'man doors' shall be painted on all sides excluding bottom edge with a GLOSS finish.

F.3 Exterior 'bay doors' shall be painted on exterior side with a SEMI GLOSS finish.

#### **G. COLOR SELECTION**

G.1 Color selection shall be determined by Marysville Fire District staff after contract award. Colors are expected to consist of no more than five (5) variations; base, trim, interior and exterior 'man doors', and exterior bay doors.

#### **H. THE FOLLOWING CONSTRUCTION AGREEMENT SHALL BE REQUIRED OF ALL SUCCESSFUL BIDDERS.**

## Paint Station 62

THIS CONSTRUCTION AGREEMENT (“Agreement”) is entered into this **XXX day of XXXX 20XX**, by and between: Marysville Fire District (“Owner”) and **Contractor Name**, (“Painter/Contractor”) for the purpose of repainting the exterior of the building, on the Property located at 10701 Shoultes Rd. Marysville, WA 98270, in keeping with the specifications attached to this document known as Addendum “A”, Proposal of Contractor, Scope of Work, and any work write-up, cumulatively called the “Plans” attached to this document known as Addendum “B”, as attached to and made a part of this Agreement.

In consideration of the sum of money described below and for other good and valuable consideration, the parties agree as follows:

### CONSIDERATION

Owner hereby agrees to pay the Contractor the sum of **zero dollars and zero cents (\$0.00)** not including Washington State Sales Tax for the performance of this Agreement, subject to any additions and deductions and the provisions of this Agreement, in the following manner:

- A. New Construction/Rehabilitation: As the project is foreseen to take less than 30 days to complete, no draws shall be allowed. Upon acceptance by the Owner, and after all necessary permits have been finalized and inspection requirements complied with, contractor will submit a single invoice for full payment, including any agreed to change orders. Owner will make payment in accordance with this agreement, statutory requirements, in a timely fashion within the constraints imposed upon it, with good faith efforts. Contractor understands and agrees to potential time constraints as imposed by the Owners mandated accounts payable structure; all submittals for payment must be approved by a governing board at an open public meeting, processed by Snohomish County Finance, and returned to Owner for remittal.
- B. No payments shall be made prior to acceptance of the completed project. In accordance with RCW 60.28, a retainage of 5% of the project cost (excluding sales tax) shall be withheld until the following have been completed:
  - The expiration of the 45 day lien notice period which follows the completion of the contract work,
  - The receipt by the Owner of Certificates of Release from the Department of Revenue, Department of Labor & Industries, and the Employment Security Department,
  - Satisfaction of the Owner that the certified taxes have been paid,
  - Satisfaction of the Owner that the claims of materialmen and laborers and costs incurred in filing and processing the claims have been paid or provided for, and
  - Satisfaction that all prevailing wage requirements have been satisfied.
  - For project contracts with an estimated cost less than \$35,000.00 the Owner may waive the retainage requirements of chapter 60.28 RCW as specified under Limited Public Works Projects RCW 39.04.155(3).

- C. Any additional work outside the original “scope of work” will be assessed and if necessary a change order will be submitted.
- D. Upon the discovery of unforeseen conditions the owner will be notified immediately and the necessary changes will be made upon mutual agreement. A change order will then be issued and the original “scope of work” will be changed accordingly. Upon mutual acceptance the “new work” shall commence.
- E. This is a prevailing wage required project, and appropriate Intents and Affidavits of Prevailing Wages Paid must be filed with the Dept. of Labor & Industries. Department of Labor and Industries prevailing wage rates can be found at the following URL.  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>  
Wage rate publication date applied shall be the bid closing date and all work shall be completed within Snohomish County. A copy of applicable wage rates pertaining to this project is available for viewing at the Marysville Fire District main office and can be mailed out upon request.
- F. Contractor must submit the following prior to commencement:
- A list of any and all subcontractors to be utilized or hired for the project,
  - a copy of Contractors’ Business License, Bonding, and Insurance coverage,
  - Letter certifying no pending or threatened litigation against the Contractor that will impact the project,
  - Letter certifying that neither the Contractor nor any hired sub-contractor is guilty of two or more violations in the previous 5 years of prevailing wage requirements, as required by RCW 39.12.
  - Statement certifying Contractor and all Sub-Contractor completion of Prevailing Wage and Public Works Requirements training or exemption status (independent verification shall be completed prior to contract award) in accordance with RCW 39.04.350, and
  - Contractor certifies, through accord to the terms of this contract, that Contractor and all sub-contractors hired by, or provided for on the behalf of, the Contractor, have complied with RCW 39.04.350 regarding completion of or exempt status from Prevailing Wage and Public Works Requirements training.
- G. A contractor’s performance bond equal in amount to the cost of the project shall be required of the awarded contractor prior to contract signing; HOWEVER, the contract performance bond may be waived for contracts under \$150,000.00 provided that 10% of the contract price is held for 30 days after acceptance of the project or until receipt of all necessary releases from the Department of Revenue, Department of Labor & Industries, and Employment Security Department and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

#### FAMILIARITY WITH SITE

The Contractor has visited the property and is familiar with the local conditions under which the work is to be performed.

## LABOR, MATERIALS AND PERMITS

The Contractor agrees to provide all of the material and labor required for the timely performance of duties detailed in the Plans including equipment, tools, water, heat, utilities and services necessary for the proper completion of the work. Contractor also agrees to obtain and pay for all building permits and other permits, licenses and inspections necessary for completion of the Plans. Unless otherwise specified, all materials shall be new and of the quality as specified in the plans. In execution of the Plans, Contractor agrees to employ a sufficient number of workers skilled in their trades to suitably perform the work. Owner will be responsible to ensure that all utilities are turned on and in working order no less than 5 days after work is scheduled to begin. Prevailing wage rates and laws apply to all aspects of this project.

## WARRANTY OF WORKMANSHIP

All work of the project shall be performed in accordance with applicable codes and regulations. All materials and workmanship shall be in accordance with standard practice for the industry, free from material defects, in accordance with the Plans which have been approved by Owner and Contractor. All work not conforming to this requirement will be considered defective. Contractor agrees to re-execute any work which does not conform to the Plans, warrants the work performed, and agrees to remedy any defects resulting from faulty materials or workmanship which shall become evident during a period of one (1) year after substantial completion of the work. The provisions of this section apply to work performed by subcontractors as well as work performed by direct employees of the Contractor. Contractor agrees to provide a minimum one-year written warranty to Owner. The warranty period will commence upon final acceptance by the Owner. Contractor agrees to provide original manufacturers' warranties to Owner for all applicable materials and fixtures.

## BUILDING SITE

The Contractor will, at all times and at his/her expense, keep the building site reasonably free from accumulation of waste, rubbish and debris associated with construction activities.

## COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work within 90 days of issuance of a Notice to Proceed from the Owner. The 90 day commencement may be extended due to unforeseen delays in acquiring permits from the appropriate government agencies. The Contractor agrees to apply in good faith for any and all necessary permits as soon as possible after notice to proceed, providing all necessary information and payments required.

The project shall be completed within 10 days of commencing, or as extended through change order. Completion is defined as mutual agreement between the Contractor and the Owner that all aspects of this agreement including all agreed to change orders, have been fulfilled. Failure by Contractor to complete the project within the time frames agreed shall result in liquidated damages being assessed by the Owner in the amount of one hundred dollars (\$100.00) for each day or portion thereof beyond the completion time frame as defined by this or succeeding written agreements.

## CONSTRUCTION DELAYS

In the event the Contractor is delayed in work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, or by unavoidable manufacturers and materials delay, or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay caused by any of the foregoing reasons. Should the project become delayed and the Contractor seek additional time for completion of the project the Contractor shall submit to the Owner in writing the reasons for such delay and provide documentation to demonstrate the need for additional days.

## INSPECTION OF WORK

The Contractor will permit and facilitate inspection of the work by Owner and its agents and public authorities at all times.

## CHANGES IN THE WORK

All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner must be obtained by the Contractor before proceeding with the ordered change or revision.

## INDEMNIFICATION / HOLD HARMLESS.

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, 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 the 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. The provisions of this section shall survive the expiration or termination of this Agreement.

## INSURANCE

### A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.

E. Public Entity Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Verification of Coverage

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

J. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Notice of Cancellation

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

L. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so

expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

#### PAYMENT

Payments will be made as provided in this Agreement. The making and acceptance of the final payment will constitute a waiver of all claims by either Party, other than those arising from unsettled liens or from faulty work appearing within 12 months of the substantial completion of the project as provided for under Section 4 of this Agreement, or unless as required by law. Payments otherwise due may be withheld due to defective work which has not been remedied, liens filed, liquidated damages, damage by the Contractor to others which have not been settled, or failure to make payments properly to subcontractors or for material or labor.

#### RECORD RETENTION

For a period of not less than five (5) years after delivery of the final payment to Contractor, Contractor will maintain all files and records pertaining to its performance under this Agreement.

#### COMPLIANCE

Contractor will comply with any and all applicable state, federal and local laws, ordinances, regulations and codes.

#### CONFLICT RESOLUTION

The parties desire to avoid and settle without litigation disputes that may arise between the parties relative to this agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. In the event such negotiations do not resolve a dispute, the parties agree to submit the dispute to non-binding mediation. In the event mediation does not result in settlement, the parties agree to binding arbitration under the then prevailing rules of the American Arbitration Association (AAA) for construction industry disputes. For purpose of enforcement of an arbitration decision and for purposes of collecting any delinquent payments, costs or billings that become past due, the parties stipulate and consent to both venue and jurisdiction of the Snohomish County Superior Court. The substantially prevailing party in binding arbitration and for a Superior Court action shall be entitled to its cost and reasonable attorney's fees.

#### AS BUILTS

The Contractor shall record and provide to Owner general descriptions of all work completed, and accurate scaled drawings of all aspects of the installations. The intent is to provide the Owner with drawings and explanations of the location and materials installed in inaccessible or hidden locations for maintenance, and future reference in the event additional construction, repair, or remodel is performed.

#### ADDENDUM "A"

Addendum "A", Paint Station 62 bid specifications as provided by Marysville Fire District is attached and made part of the agreement by reference.

**ADDENDUM "B"**

Addendum "B", Proposal as submitted by **Contractor Name**, is attached and made part of the agreement by reference. Whereupon a discrepancy exists between this agreement and Addendum "B", this agreement shall take precedence.

**HABITATION REQUIREMENTS**

As the building is an active Fire Station with 24 hour residents the Contractor agrees to maintain a habitable living space for on duty personnel during construction. Construction activities are to take place during normal business hours, no activity shall take place before 07:00 and all activity shall cease before 19:00 daily. The Contractor agrees that construction activities shall not cause delays, disruptions, or hindrances to Fire Station operations and responses.

**AGREEMENT**

There will be no assignment of the rights and obligations of the Contractor under this Agreement without the prior written approval of Owner.

No variance or modification of this Agreement will be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

This Agreement is made under and is governed by the laws of the State of Washington, unless otherwise superseded by federal law.

The invalidity or unenforceability of a particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if any invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**Marysville Fire District**

**Contractor Name**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

*Joshua D Farnes*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

*Fleet and Facilities Lead*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*