



# Marysville Fire District

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The Marysville Fire District, is soliciting Requests for Proposals from contractors for the purpose of replacing the standby generator at Fire Station 63, located at 14716 Smokey Point Boulevard, Marysville, WA 98271.

Marysville Fire District Fire Station 63 currently utilizes an automatic standby electrical power system, fueled by propane, providing single-phase 240/120 VAC electricity with a 20 KW capacity. As the legacy system is approximately 55 years old, it is the intent of the Marysville Fire District to replace and relocate the current 20KW generator with a modern like-kind system, limiting component replacements to only those necessary for retention of existing service level. The replacement generator shall utilize liquid propane fuel.

The Generator and transfer switch proposed by the bidder shall be a minimum 24KW liquid propane fueled generator and automatic transfer switch, all circuits currently powered by the existing generator are required to be incorporated with the proposed power system. No shedding of circuits shall be acceptable.

The District is anticipating that the scope of work shall be generally be described as follows;

- Removal and disposal of current standby generator and automatic transfer switch.
- Installation of a minimum 6" concrete slab large enough to support and cover the footprint of the location of the proposed generator.
- Furnish and installation of a new minimum 24KW single phase 120/240 volt continuous operation liquid propane powered generation system. Generator shall include a sound attenuated enclosure.
- Furnish and install a 100 amp NEMA 3 rated single phase 240 volt automatic transfer switch in the location of the existing automatic transfer switch or in an alternate location approved by the owner.
- Relocation of the proposed generator to the exterior of the building.
- Furnish and installation of all conduit and wiring necessary to power and operate the system properly.
- Proposed generator shall be connected to the existing liquid propane tank.
- Decommission, remove and dispose of existing underground propane fuel lines.
- Furnish and install new underground supply lines, regulators, shut off valves and any other components or devices required per code to provide proper fuel to the proposed generation system.
- All work shall conform to jurisdictional building and electrical codes.
- Provide all required electrical and civil permits, inspections, prevailing wage intents and affidavits required by local and state agencies.
- Restore site impacted by construction activities. Restoration shall include removal of any excess dirt, sod, rocks, debris, concrete and construction materials. The reseeded of grass in disturbed areas and any other items impacted by construction activities shall be returned to prior conditions.
- Manufacturer certified start up, load testing, training, and warranty registration of all items installed.

All wiring and permits shall be the responsibility of the bidder. Only qualified electrical contractors shall be used, all wiring shall be in UL approved metal conduit or raceways. Control system components shall be UL listed and approved individually and as a complete system. All electrical system components shall be UL listed and approved for the function they are installed for. Wiring, contactors, fuses, breakers, and components shall be identified as to function at both supply and termination points.

All components, equipment, wiring, etc. shall be new and current manufacturer model. Used, refurbished, or previous version components shall not be accepted. Bids shall include detailed listing of all components to be installed, including; manufacturer, make, model, capacity, and operational process.

The proposed power generation system shall utilize both automatic and manual starting controls. The proposed system shall commence operation automatically upon loss of main utility power. Once the system is activated, it shall continue to operate uninterrupted until utility power is restored. Once power has been restored the proposed system shall have a "cool down" period in accordance with manufacturer recommendations or 5 minutes if no manufacturer recommendations are provided, before discontinuing operation.

The Fire District shall accept the system once the Fire District is satisfied that all portions of the agreement between the vendor and the Fire District have been completed to the satisfaction of the Fire District. This shall include, but is not limited to, complete installation in a workmanship like manner, satisfactory training and orientation of Fire District maintenance personnel, and adequate display of proper operation. Once the Fire District accepts the system, full payment shall be made in accordance with the construction agreement.

To maintain quality of installation and ensure properly working systems Marysville Fire District will require a factory certified contractor to install all power generation systems. The successful bidder must be a factory-authorized distributor to sell the equipment specified and proposed. The bidder must use a factory authorized installer to install the system.

Documentation shall be submitted, with the proposal, describing the qualifications of the bidder and installer to install and maintain power generation systems. In addition, the proposal shall include a list of agencies (with contact name and phone number) for systems installed in the State of Washington by the bidder with in the last 2 years.

Documentation shall be submitted, with the proposal, describing in detail the proposed system(s), including but not limited to: diagrams and drawings of the generator, automatic transfer switch and components; installation plans; make, model, horsepower and KW ratings of the proposed generator and automatic transfer switch, warranty; nearest service center; and guaranteed service response times. As-Built drawings identifying installation locations of components, disconnects, circuit information, wire sizes and quantities in conduits, underground installations, etc. including all make and model numbers of installed disconnects, panels, generating systems, or switching components, shall be provided upon completion.

A warranty shall be provided for a minimum of 1 year for installation and manufacturing defects. All aspects of the project shall be warranted by the vendor. Only major components with a manufacturer's warranty of at least 1 year may be bid or installed. All warranty information, including bidders' installation and material warranty, shall be submitted in writing and supplied with the proposal.

The section of the building where construction is to occur is the Southwest side of the apparatus bay structure. The current generator shall be removed from the existing generator enclosure, the new generator shall be relocated to the exterior of the structure. The segment of the building impacted by this project is constructed of cinder block exterior walls and wood frame interior walls.

This is a prevailing wage required project, and appropriate Intents and Affidavits of Prevailing Wages Paid must be filed with the Dept. of L&I. Quotes and Proposals shall include certification that neither the proposer nor any hired contractor or sub-contractor is guilty of two or more violations in the previous 5 years of prevailing wage requirements, as required by RCW 39.12.

This project is estimated to be under \$55,000 and as such 'sealed competitive bidding' requirements do not apply; however, as a matter of diligent practice, this project shall utilize the sealed competitive bidding practice as defined in RCW 52.14.120. Any permits and licenses required will be the responsibility of the awarded contractor.

Contractors must submit the following with their bid/proposal:

- manufacturer drawings, photos, specifications, and general information for each product submitted,
- manufacturer warranties,
- all necessary documentation as defined in this notice, and
- any exclusions, concerns, or alternative processes.
- a copy of their Business License, Bonding, and Insurance coverage,
- Letter certifying no pending or threatened litigation against the proposer that will impact the project,
- Statement of Bidders qualifications including previous experience with government public works contracts,
- Statement acknowledging need for Contractors Performance Bond acceptance of exception as noted below prior to initiation of work or locating equipment or supplies on site,
- List of sub-contractors to be used on site,
- Proof of contractors' certification to install and repair proposed systems.
- Letter certifying prevailing wage violation status of bidding contractor and all subcontractors.

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.

Unless unforeseen and highly unusual conditions or circumstances are found after construction begins, Change Orders shall generally not be accepted by the Marysville Fire District unless proposed and requested by Marysville Fire District. This does not preclude nor disqualify contractor/owner cost neutral agreements, or clarifications necessary for continuous and timely construction processes.

Quotes and Proposals must be marked as "Station 63 Generator Replacement", received by District Secretary prior to 3:00 PM January 27th, 2023, and delivered to:

Station 63 Generator Replacement  
 Marysville Fire District  
 1094 Cedar Ave  
 Marysville, WA 98270

This project is anticipated to take 30 days or less to complete. Since the area impacted is regularly utilized by the Fire Department, this project must be started no later than March 01, 2023, and must be completed within 30 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 earliest of either the thirty-first day after the project start or March 31, 2023, 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.

As this project is expected to take no longer than 30 days, 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 district that the certified taxes have been paid,
- Satisfaction of the district that the claims of material, laborers and costs incurred in filing and processing the claims have been paid or provided for,
- Satisfaction that all prevailing wage requirements have been satisfied, and
- Receipt of notarized Contractor's Affidavit of Release of Liens by the Marysville Fire District from each contractor, sub contractor, and supplier utilized.

The Fire District shall accept the system once it is satisfied that all portions of the agreement between the vendor and the Fire District have been completed to the satisfaction of the Fire District.

All equipment shall be new and of current design and manufacture, intended for the purpose provided. Used, surplus, and discontinued equipment is unacceptable.

The Fire District shall consider exceptions, questions and clarifications to the specification requested more than ten (10) days prior to bid opening. All exceptions proposed shall be equal or better than that specified, and conform to the character of the specified equipment as well as the purpose for which it is intended. If an exception is allowed, it will be communicated to all potential bidders by way of an Addendum or Amendment to these specifications.

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; pricing for all installation versions and options must be submitted under a single bid. Each of the installation versions submitted must be individually distinguishable, full, and complete with a total price easily identified. Multiple Bids by or including the same contractor will result in disqualification.

Questions may be directed to:

Josh Farnes,  
Fleet and Facilities Supervisor,  
Marysville Fire District,  
425 754-5233,  
jfarnes@mfdrra.org.

Contractor tour and inspection of the facility is as scheduled:

Marysville Fire District Station 63  
14716 Smokey Point Blvd  
Marysville, WA 98271  
January 12, 2023 @ 10:30 am.

**The following construction agreement shall be required of all successful Bidders.**

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between: Marysville Fire District ("Owner") and \_\_\_\_\_, ("Contractor") for the purpose of replacing the standby generator and automatic transfer switch at Fire Station 63, Midway Fire Station, located at 14716 Smokey Point Blvd. Marysville, WA 98271, 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 \_\_\_\_\_ 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.
- 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 L&I.
- 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.

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 30 days of issuance of a Notice to Proceed from the Owner. The 30 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 30 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:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, 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.
3. 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.
2. 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, 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", 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 \_\_\_\_\_, 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**

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*Signature*

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*Signature*

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*Printed Name*

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*Printed Name*

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*Title*

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*Title*