



# Marysville Fire District

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Marysville, WA 98270  
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## **STATION 61- PARKING AREA REPAVING AND CURB REPLACEMENT**

### **CALL FOR BIDS**

The Marysville Fire District is soliciting Requests for Bids from qualified contractors for the purpose of repaving the asphalt parking, drive areas and curbs of Fire Station 61, the Marysville Fire Station located at 1635 Grove Street, Marysville, WA 98270.

The District is anticipating that the final project will generally be described as follows;

- Grinding, milling, cold planing, pulverization, rubblizing and/or mechanical removal of old asphalt, curbs, and curb stops.
- Grading, compaction, repairing and stabilization of subgrade for proper drainage, slopes, curb height, and transition to existing concrete aprons, sidewalks and drain basins.
- Installation and compaction of new or reclaimed Hot Mix Asphalt (HMA).
- Installation of extruded curbs, curb stops, steps, ramps, and sidewalks as indicated.
- Application of Chlorinated Rubber or Thermoplastic parking stall lines, accessible parking space symbols, aisles and all code required pavement and curb markings.
- Match existing project limit elevations including but not limited to driveways, walkways, parking lot entrance/exits, and drainage structures.

Documentation shall be submitted, with the bid, describing the qualifications and ability of the bidder to provide the manpower and equipment required to perform the tasks within the submitted proposal. In addition, the bid shall include a list of at least three agencies (with contact name and phone number) that the bidder has completed within the State of Washington within the last 2 years.

Documentation shall be submitted, with the bid, describing in detail the proposed work and material that will be utilized, including but not limited to: diagrams or drawings of the proposed area, aggregate to be used, compaction rating, thickness of material, load rating, construction schedule, warranty, and service center locations.

A warranty shall be provided for a minimum of 2 years for defects in quality, appearance, cracking, separation, paint blistering, fading or peeling. All aspects of the project shall be warranted by the awarded bidder. Only material with warranty of at least 2 years shall be bid or installed. All warranty information, including bidders' installation, application, and material warranty, shall be submitted in writing and supplied with the bid.

The section of the property where the work is to occur is the complete Southern parking area between the main building structure and Grove Street, from 43<sup>rd</sup> Ave to the west edge of the existing parking area, approximately 17,300 ft<sup>2</sup>; the drive and parking area North of the main structure to the security fence outside of the gated parking area and from the curb entrance on 43<sup>rd</sup> Ave around the back side of the building, approximately 16,400 ft<sup>2</sup>; and the section south of the truck bay apron to the fence along the landscaped area between the main structure and 43<sup>rd</sup> Ave approximately 1,800 ft<sup>2</sup>. See pictures below for detailed markings.

Parking stalls shall be capable of supporting vehicles and equipment up to 46,000 lbs. with ambient temperature ranges between -30 and 120 degrees Fahrenheit without permanent distortion, fracturing, disintegration or showing any other sign of distress. Driving lanes shall be capable of supporting vehicles and equipment up to 105,500 lbs. with ambient temperature ranges between -30 and 120 degrees Fahrenheit without permanent distortion, fracturing, disintegration or showing any other sign of distress.

Asphalt surface shall fall within the roughness range of 100-220 International Roughness Index (IRI) as defined by the Washington State Department of Transportation.

All milled or ground surfaces shall be swept and clear of any loose debris or foreign material before prime coats, tack coats, binding agents or sealants are applied. Prepared surface shall be dry and free from any foreign chemicals or materials prior to the application of HMA. Ambient and surface temperature shall be equal to or greater than 50 degrees and forecasted to be rising. Application of HMA shall cease if heavy rain is eminent or if weather and/or surface conditions fall outside of the specified parameters.

Extruded concrete curbs shall be formed to match existing curbs. Curb height shall be a minimum of 4 inches and a maximum of 8 inches tall. Curb ends shall be tapered at walks, entrances, drainage drops or any place where the curb ends do not mate to an existing platform. Curbs shall have a brushed texture finish that matches the existing sidewalks. Total linear feet of extruded curb is indicated in Red on the pictures below and totals approximately 1,200 feet.

A total of seven (7) single vehicle curb stops shall be provided and installed by the bidder as directed. Curb stops shall be centered in parking stalls, securely anchored and sealed to avoid movement and water intrusion. Curb stops shall be located one at the front of each ADA accessible stall in the south parking area and five on the North side of the main building located one in each of the parking stalls. Curb stops shall be installed at an industry standard distance from buildings and signposts to avoid vehicles from contacting buildings and sign posts.

Parking stall lines, accessible parking space symbols, accessible aisles and all other painted markings shall utilize a Chlorinated Rubber or Thermal Plastic Paint; waterborne, oil-based or canned aerosol paints are unacceptable. Paints shall be enhanced with a reflective glass bead additive where code requirements mandate such use. Parking stall and accessible aisle markings shall be white in color and a minimum of 4 inches wide. Two (2) 3' 8" standard blue and white ADA accessible stall ground painted symbols shall be applied and located in the same stalls as the current locations. All required fire lane and hydrant access markings shall be red in color and cover the complete visible portion of the curb or curb stop.

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 over \$75,500.00 and as such 'sealed competitive bidding' requirements apply; 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,
- 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 61 Paving", received by District Secretary prior to 3:00 PM June 2, 2026, and delivered to:

Station 61 Paving  
 Marysville Fire District  
 1635 Grove Street  
 Marysville, WA 98270

Bid opening shall take place at 3:15PM on June 2, 2026.

If all bids are not rejected, the final contract shall be awarded to the lowest responsible Bidder most closely meeting the specifications, based upon the criteria of the Fire District. Bid award shall be made within forty-five (45) calendar days of the bid opening.

This project is anticipated to take 15 calendar days or less to complete. Since the area impacted is regularly utilized by the Fire Department, this project must be started no later than August 3, 2026, and must be completed within 15 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 sixteenth day after the project start or August 19, 2026, liquidated damages in the amount of \$200.00 per calendar 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 15 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 district 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 project 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 products used shall conform to the industry standards for the application and intended purpose with the expectation of a minimum 20 year useable service life.

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 item 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:

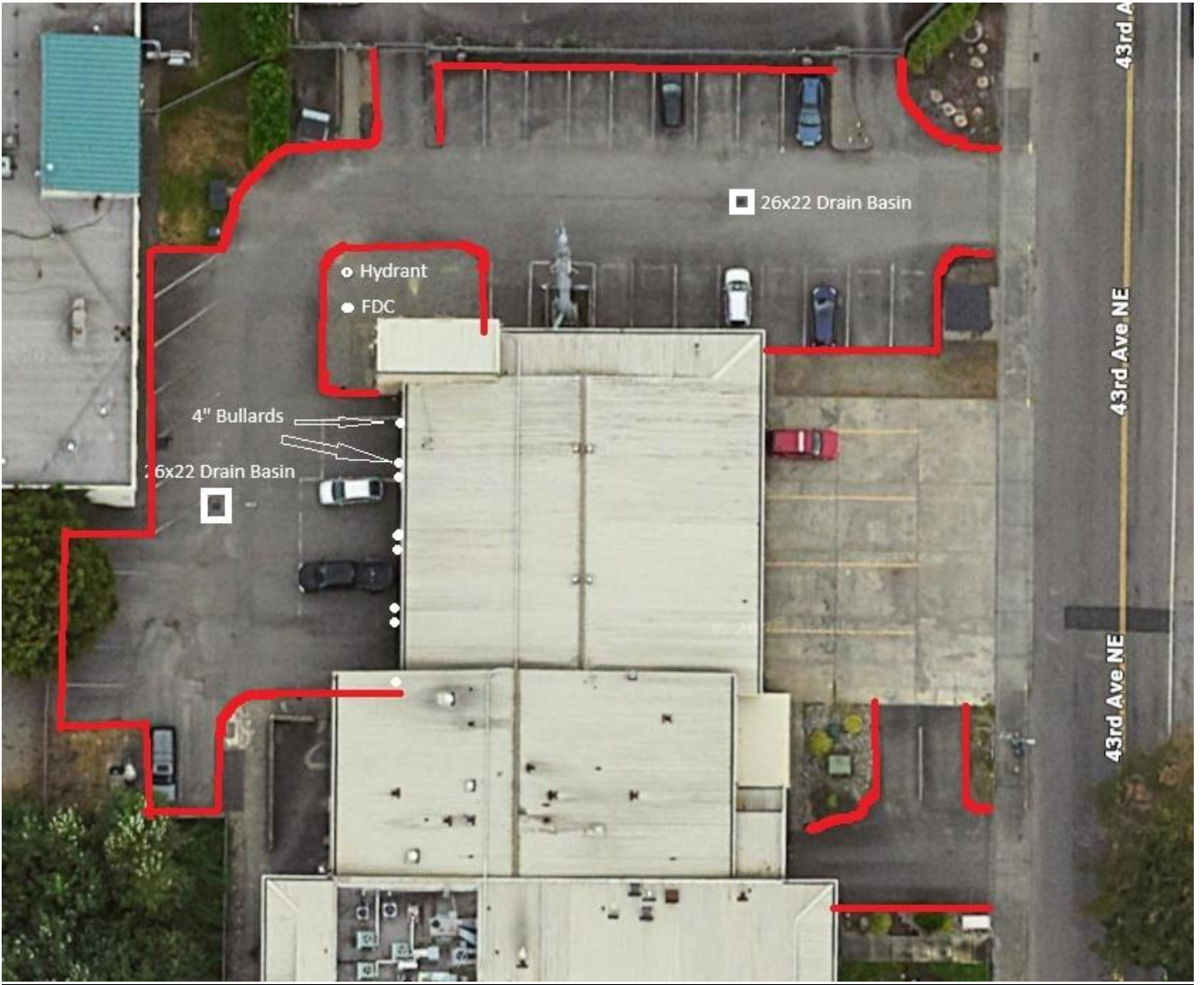
Josh Farnes, Fleet and Facilities Supervisor,  
Marysville Fire District,  
425 754-5233,  
[jfarnes@mfdrrfa.org](mailto:jfarnes@mfdrrfa.org).

Contractor tour and inspection of the facility is as scheduled:

Marysville Fire District Station 61  
1635 Grove Street  
Marysville, WA 98270  
May 6, 2026 @ 10:30 am.

Contractor tour is not a requirement to submit proposals however it is highly recommended.

The Public Works Contract listed at the end of this document will be required of Successful Bidders.



- Hydrant
- FDC

4" Bullards

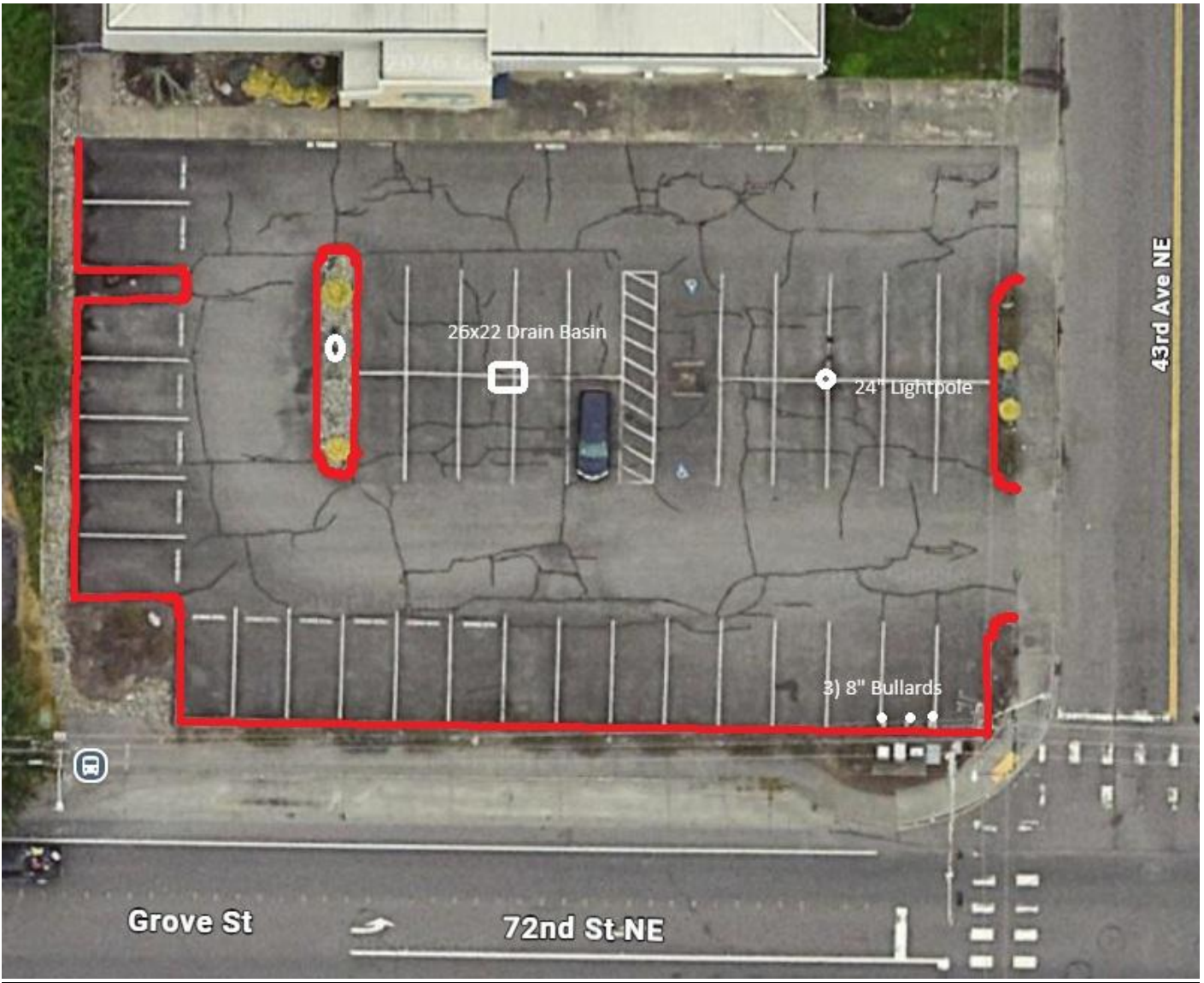
26x22 Drain Basin

26x22 Drain Basin

43rd Ave NE

43rd Ave NE

43rd Ave NE



# PUBLIC WORKS CONTRACT

This Public Works Contract (“Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and between MARYSVILLE FIRE DISTRICT, A REGIONAL FIRE AUTHORITY (“MFD”), and [CONTRACTOR] a Washington [STATUS] (“Contractor”). [LEGAL STATUS OF ENTITY SHOULD BE INSERTED e.g., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State]

**WHEREAS**, MFD desires to accomplish certain public works entitled [PROJECT NAME/DESCRIPTION] (“the Project”);

**WHEREAS**, the Contractor and MFD desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

**1. SCOPE OF WORK – THE PROJECT.** The Contractor shall perform, carry out and complete the [PROJECT NAME], Project [NUMBER] (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than [WRITTEN DATE].

**2. CONTRACT DOCUMENTS.** The following documents are incorporated into the Contract by this reference:

- A.  Plans and Contract Drawings (if applicable).
- B.  Scope of Work (attached).
- C.  Proposal / Bid Submittal (attached).
- D.  Addenda (if any).
- E.  Payment and Performance Bond (if applicable).
- F.  Retainage Bond (if applicable).
- G.  Contractor Option: Retainage Investment (attached).
- H.  Contractor Option: Payment and Performance Bond Waiver (attached).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

**3. COMMENCEMENT OF WORK.** Work shall not proceed under this Contract until the following conditions have been met by the Contractor:

- A. Contract has been signed and fully executed by the Parties;
- B. The Contractor has provided MFD with the certificates of insurance required under Section 22; and
- C. The Contractor has provided MFD with satisfactory documentation that Contractor is licensed and bonded as a contractor in the State of Washington.

These conditions shall be satisfied within ten (10) calendar days of MFD's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, MFD shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

**4. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES.** Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay MFD as liquidated damages the sum of **[WRITTEN AMOUNT]** (**[\$NUMBER]**) for each and every calendar day said work remains uncompleted after expiration of the specified time.

**5. PAYMENT FOR PROJECT.**

- A. Total Contract Sum for Project. Excluding approved changes orders, MFD shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **[WRITTEN AMOUNT]** (**[\$NUMBER]**) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.
- B. Payments Shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by MFD. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.
- C. Right to Withhold Payments if Work is Unsatisfactory. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. MFD shall have the right to withhold payment for such work until it meets the requirements of the Contract.
- D. Payments. Subject to Section F and Article 14 below, progress payments shall be based on the timely submittal of detailed invoices by the Contractor. . MFD shall initiate authorization for payment after receipt of a satisfactorily detailed invoice and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

- E. Payments for Alterations and/or Additions. All changes and deviations in the work ordered by MFD must be in writing, the contract sum being increased or decreased accordingly. Any claims for increases in the cost of the work or for any other damages must be presented by the Contractor to MFD in writing, no later than seven (7) days after Contractor knew or should have known of such a claim or such claim shall be barred.
- F. Final Payment. Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned (before WA State sales tax) by the Contractor will be retained from payments made by MFD to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under this Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

- i. Retained in a fund by MFD; or
- ii. Deposited by MFD in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of MFD and are not to be allowed to be withdrawn without MFD's written authorization. MFD will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor, in choosing option (2), agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges, or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. MFD may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

- i. A release has been obtained from the Washington State Department of Revenue.
- ii. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
- iii. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
- iv. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
- v. All claims, as provided by law, filed against the retainage have been resolved.
- vi. If requested by MFD, the Contractor shall provide MFD with proof that insurance required under Section 22 remains in effect.

- G. The contract performance bond may be waived for contracts under \$150,000, including sales tax, provided that 10% of the contract price (before WA State sales tax) is held by MFD for 30 days after final 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.
- H. Final Acceptance. Final Acceptance of the Project occurs when MFD has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.
- I. Payment in the Event of Termination. In the event this Contract is terminated by MFD, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. Payment shall only be made for work satisfactorily completed prior to the date of termination.
- J. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of MFD and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of MFD and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and subcontracts shall impose similar duties on the subcontractors.
- K. Upon final acceptance or termination of this Contract, the Contractor shall record and provide to MFD general descriptions of all work completed, and if requested by MFD, accurate scaled drawings of all aspects of the installations including 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.

**6. TERM OF CONTRACT.** The term of this Contract shall commence upon full execution of this Contract by MFD and Contractor and shall terminate upon final payment by MFD to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

**7. TERMINATION OF CONTRACT.**

- A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The Notice of Termination shall state the reasons therefore and the effective date of the termination.
- B. MFD may also terminate this Contract for its convenience and without cause by providing written notice to the Contractor.

**8. STATUS OF CONTRACTOR.** The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall

act on behalf of or represent him or herself as an agent or representative of MFD. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of MFD employment nor shall claim against MFD any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and MFD.

**9. PERMITS.** The Contractor will apply for, pay for and obtain any and all city, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

**10. BUSINESS LICENSE REQUIRED.** The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

**11. WORK ETHIC.** The Contractor shall perform all work and services under and pursuant to this Contract in a timely, professional, and workmanlike manner.

**12. MFD OWNERSHIP OF WORK PRODUCTS.** All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of MFD. Contractor shall provide MFD with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from MFD.

**13. JOB SAFETY.**

- A. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
- B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

**14. PREVAILING WAGES.** Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

**15. TAXES AND ASSESSMENTS.** The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

**16. NON-DISCRIMINATION PROVISION.** During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this

Contract and the Contractor may be barred from performing any services or work for MFD in the future unless the Contractor demonstrates to the satisfaction of MFD that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

**17. THE AMERICANS WITH DISABILITIES ACT.** The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State’s anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

**18. COMPLIANCE WITH LAW.** The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

**19. GUARANTEE OF WORK.**

- A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. MFD will give notice of observed defects with reasonable promptness.
- B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by MFD until the work or equipment is repaired or replaced by the Contractor and accepted by MFD. In the event that fewer than ninety (90) calendar 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 ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.
- C. The Contractor shall also provide MFD with manufacturer’s warranties for all components, materials, and equipment installed as part of the Project.
- D. Any repairs or replacement required during the warranty period shall be performed within thirty (30) calendar days following notification by MFD.

**20. CONTRACTOR’S RISK OF LOSS.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that it has familiarized itself with all existing conditions and other contingencies likely to affect the work, and has made its bid accordingly, and that it shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**21. INDEMNIFICATION AND HOLD HARMLESS.**

- A. The Contractor shall indemnify, defend and hold MFD, its elected officials, agents, officers, and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages, or expenses of any nature whatsoever (including all costs and attorneys’ fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

- B. The Contractor's duty to indemnify MFD shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of MFD or its elected officials, agents, officers, and/or employees.
- C. The Contractor's duty to indemnify MFD for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) MFD and/or its elected officials, agents, officers, and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.
- D. 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 MFD, 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.

- E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.
- F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## 22. INSURANCE.

- A. Insurance Term. The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors 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 MFD's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. Contractor's required insurance shall be of the types and coverage as stated below:
  - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  - ii. Commercial General Liability insurance shall be written on 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 the 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. MFD shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for MFD 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 of coverage.

- iii. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv.  Required. Builders Risk insurance covering interests of MFD, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by MFD upon written request by the Contractor and written acceptance by MFD. Any increased deductibles accepted by MFD will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by MFD. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing.
- v.  Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

MFD shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to MFD evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

- D. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:
- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate, and a \$1,000,000 products-completed operations aggregate limit.
  - iii.  Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
  - iv.  Required. Contractors Pollution Liability shall be written in the amounts set forth above.
- E. Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, MFD 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 MFD evidences limits of liability lower than those maintained by the Contractor.
- F. Other Insurance Provisions. The Contractor's Automobile Liability, Commercial General Liability, and Builders Risk insurance policies shall be primary insurance with respect to MFD. Any insurance, self-insurance, or insurance pool coverage maintained by MFD shall be in excess of the Contractor's insurance and shall not contribute with it.
- G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- H. Verification of Coverage. The Contractor shall furnish MFD with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, 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 MFD a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this project. Throughout the term of this Contract, upon request by MFD, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.
- Required. Before any exposure to loss may occur, the Contractor shall file with MFD a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this Project.
- I. 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, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.
- J. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

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 as required to be obtained by Subcontractors. The Contractor shall ensure that MFD 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 10 10 01 for ongoing operations and CG 27 37 10 01 for completed operations.

- K. Waiver of Subrogation. The Contractor and MFD waive all rights against each other, any of their subcontractors, sub-subcontractors or lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- L. Notice of Cancellation of Insurance. The Contractor shall provide MFD and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
- M. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which MFD may, after giving five (5) 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 MFD on demand, or at the sole discretion of MFD, offset against funds due the Contractor from MFD.

## **23. ASSIGNMENT AND SUBCONTRACTORS.**

- A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of MFD.
- B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of MFD and complying with the provisions of this section.
- C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.
- D. The Contractor shall, before commencing any work, notify MFD in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom MFD may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to MFD by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by MFD shall not constitute a waiver of any right of MFD to reject defective work or work not in conformance with the contract documents. If MFD, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

- E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

**24. 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.

**25. SEVERABILITY.**

- A. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

**26. INTEGRATION AND SUPERSESION.** This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

**27. NON-WAIVER.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any Contract, covenant, or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition, or right.

**28. SURVIVAL.** Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

**29. CONTRACT REPRESENTATIVES AND NOTICES.** This Contract shall be administered for MFD by [DISTRICT PROJECT MANAGER NAME] and shall be administered for the Contractor by the Contractor's Contract Representative, [CONTRACTOR REP. NAME]. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their address as follows:

To MFD:

To Contractor:

[NAME]

[NAME

[TITLE]

TITLE

1635 Grove Street

STREET ADDRESS

Marysville, WA 98270

CITY, STATE ZIP

360-363-8500

PHONE NUMBER]

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**30. THIRD PARTIES.** MFD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

**31. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

**32. VENUE.** The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

**33. ATTORNEY FEES.** Should either MFD or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

**34. AUTHORITY.** The person executing this Contract on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances, and provisions of this Contract. The person executing this Contractor on behalf of MFD represents and warrants that he or she has been fully authorized by MFD to execute this Contract on its behalf and to legally bind MFD to all the terms, performances, and provisions of this Contractor.

**35. COUNTERPARTS.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

**IN WITNESS WHEREOF,** the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

*Signature page to follow.*

MARYSVILLE FIRE DISTRICT

[CONTRACTOR]

By \_\_\_\_\_  
Ned Vander Pol, Fire Chief

By \_\_\_\_\_  
[NAME], [TITLE]

Acknowledgement of Waiver of Contractor's  
Industrial Insurance Immunity:

Acknowledgement of Waiver of Contractor's  
Industrial Insurance Immunity:

\_\_\_\_\_  
Marysville Fire District

\_\_\_\_\_  
Contractor

ATTACHMENTS: [LIST]

**RETAINAGE INVESTMENT**

**CONTRACTOR'S OPTION**

**For contracts \$5,000 or more (after tax)**

Contractor: [CONTRACTOR]

Project No.: [PROJECT NUMBER]

Project Name: [PROJECT NAME]

Agency: MARYSVILLE FIRE DISTRICT

Pursuant to R.C.W. 60.28, you are required to exercise your option, IN WRITING, on whether or not monies reserved from the amounts due you on the above contract shall be placed in escrow. You are therefore directed to complete and return this form with the signed copy of the above contract to Marysville Fire District. This form will be transmitted to the Agency for further action in preparing the escrow agreement.

**Should you desire to have the retained monies invested, it will then be necessary that you enter into an escrow agreement with a bank, trust or savings and loan company, and the above Agency.**

\_\_\_\_\_ I do not request retainage on the above contract to be invested.

\_\_\_\_\_ I hereby request retainage on the above contract be invested.

\_\_\_\_\_ I hereby request retainage on the above contract be invested and converted into bonds and sureties.

\_\_\_\_\_ Retainage Bond

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Signature

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Date

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Title

PAYMENT AND PERFORMANCE BOND WAIVER

CONTRACTOR'S OPTION

**For contracts between \$5,000-\$150,000 (after tax)**

Contractor: [CONTRACTOR]

Project No.: [PROJECT NUMBER]

Project Name: [PROJECT NAME]

Agency: MARYSVILLE FIRE DISTRICT

It is hereby requested that the payment and performance bond requirement be waived for the above mentioned contract and 10% of the amount of the contract withheld for a period of forty-five (45) days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Department of Employment Security, and the Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is the latest, as set forth in 39.08 RCW.

*If at any point prior to final acceptance the Contract Sum without tax reaches \$150,000.00 or more, **this waiver will be null and void.** Payment and Performance Bonds will be required.*

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Signature

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Date

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Title