# INVITATION TO BID

## HEADQUARTERS DIESEL EXHAUST REMOVAL SYSTEM

| GENERAL INFORMATION | SUBMISSION OF BIDS |
|---|---|
| **Title:** Bid for North Mason Regional Fire Authority Headquarters Diesel Exhaust Removal System<br>**Date Issued:** August 24, 2021<br>**Bids Due:** September 8, 2021<br>**Bid Coordinator:** Assistant Fire Chief Scott Cooper<br>**Email Address:** SCooper@northmasonrfa.com | **Mail or Deliver To:**<br>North Mason Regional Fire Authority<br>Attn: Assistant Fire Chief Scott Cooper<br>Po Box 277<br>460 NE Old Belfair Hwy<br>Belfair WA 98528 |

The North Mason Regional Fire Authority (referenced as "Fire Authority") hereby extends an invitation to qualified general contractors to bid the exhaust removal system installation project hereafter referred to as: HEADQUARTERS DIESEL EXHAUST REMOVAL SYSTEM, in accordance with the plans and specifications outlined by the Fire Authority. The project is at the new Headquarters Fire Station, located at 490 NE Old Belfair Hwy, Belfair WA 98528.

Sealed bids will be received at the current North Mason Regional Fire Authority Headquarters located at 460 NE Old Belfair Hwy, Belfair WA 98528, until 5:00 p.m. on Wednesday, September 8, 2021. Bids will be opened and read aloud at 1:00 p.m. on Thursday, September 9, 2021, at the Fire Authority's existing Headquarters station.

The outside of the sealed envelope must be properly marked with:

**"Bid for North Mason Regional Fire Authority Headquarters Diesel Exhaust Removal System"**

All bid proposals shall be deemed to be offers to enter into a contract and shall be irrevocable for a period of thirty (30) days after the bid closing date. The Fire Authority reserves the right to reject any and all bids and to accept the bid it feels is in the best interest of the Fire Authority.

**PROJECT DESCRIPTION:** The Fire Authority is seeking bids for the purchase and installation of a complete automatic disconnect diesel exhaust removal system that addresses the problem of diesel fumes in the fire station that will not interfere with normal day-to-day operations. The exhaust removal system must

provide approximately 100% complete evacuation of all diesel fumes at the source from start up to exit of the apparatus from the fire station. The diesel exhaust removal system shall be capable of reaching to the undercarriage of the vehicle tailpipe located anywhere from 10 to 95 feet away from the exiting door. The system must be able to accommodate drive through and back in bays to meet all the needs of the Fire Authority.

The Bidder shall provide all labor, materials and equipment necessary, to put in working operation a complete system to remove both diesel and automotive exhaust gases, and particulate of operating vehicles within the confines of specified fire station. All necessary controls, fan, ductwork, labor and all other equipment and materials specified shall be part of the Bidder's work.

**OBTAINING BID DOCUMENTS:** Bid documents may be obtained by going to www.northmasonrfa.com. Bidders may also pick up a Bid Packet in person, from the Fire Authority's current Headquarters located at 460 NE Old Belfair Highway, Belfair, WA 98528 during regular business hours.

**BID PROPOSALS:** Proposals must be submitted in accordance with all specifications included in the instructions to Bidders. Incomplete proposals and proposals received after the time due listed above will not be considered.

**PREVAILING WAGES:** The Headquarters Diesel Exhaust Removal System project is a public works project and, as such, is subject to prevailing wages. The contractor shall pay prevailing wages as currently published by the Washington State Department of Labor and Industries and shall comply with Chapters RCW 39.12 and RCW 49.28. The State of Washington prevailing wage rates applicable for this public works project, which is located in Mason County, may be found at the following website address of the Washington State Department of Labor and Industries:

https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/

**REJECTION OF BIDS:** The Fire Authority expressly reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the project to the lowest, responsive, responsible Bidder whose bid complies with all of the prescribed formalities, as it best serves the interest of the Fire Authority.

# INSTRUCTIONS TO BIDDERS – HEADQUARTERS DIESEL EXHAUST REMOVAL SYSTEM

**Identification of Authority.** North Mason Regional Fire Authority is the entity issuing this Invitation for Bids. The Fire Authority is a municipal corporation and a political subdivision of the state of Washington. It is the intent of these specifications to cover the turnkey installation of a diesel exhaust removal system into the new Headquarters Fire Station located at 490 NE Old Belfair Hwy, Belfair WA 98528

The Authority's physical address is: 460 NE Old Belfair Hwy
Belfair, WA 98528

The Authority's mailing address is: PO Box 277
Belfair, WA 98528

For further information, contact Assistant Fire Chief Scott Cooper at scooper@northmasonrfa.com or call the Fire Authority at 360-275-6711 between the hours of 9:00 a.m. and 5:00 p.m. on all regular business days.

The Fire Authority representative for all matters relating to this invitation for bids is: Assistant Fire Chief Scott Cooper.

1. **Definitions.** The following terms shall have the meaning identified below when used in this document:

   1.1. **Bidder.** Any person or entity that submits a qualified bid in response to the Invitation for Bids by the Fire Authority.

   1.2. **Qualified Bid.** Any bid submitted to the Fire Authority in response to the Invitation for Bids issued by the Fire Authority that complies with the bid requirements.

   1.3. **Authority.** North Mason Regional Fire Authority.

   1.4. **Supplier**. The Bidder who is awarded the contract to supply the material and construction labor described in the bid specifications issued by the Fire Authority, whether referred to as Successful Bidder, General Contractor, Vendor or Manufacturer in subsequent documents.

1.5. **Acceptance**. The time at which the Fire Authority indicates the equipment, as installed, substantially complies with the specifications issued by the Fire Authority.

2. **Invitation for Bids.** North Mason Regional Fire Authority will accept bid proposals for turnkey installation of a diesel exhaust removal system into the new Headquarters Fire Station located at 490 NE Old Belfair Hwy, Belfair WA 98528 as follows:

2.1. **Time.** Bid proposals must be received by the Fire Authority on or before 5:00 p.m. on Wednesday, September 8, 2021.

2.2. **Place.** Bid proposals may be mailed to the Fire Authority's mailing address or hand delivered to the Fire Authority's current Headquarters station.

2.3. **Bid Opening.** Bids will be opened and read aloud at 1:00 p.m. on Thursday, September 9, 2021, at the Fire Authority's current Headquarters station.

2.4. **Board Action.** The Board of Commissioners will review the submitted bid proposals at an open public meeting at 5:00 p.m. on Tuesday, September 14, 2021, and may take formal action at that time or at a subsequent meeting.

3. **Acceptance/Rejection of Bids.** The Fire Authority reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds the bid specifications and which the Board of Commissioners of the Fire Authority deems to be in the best interest of the Fire Authority. The Board of Commissioners reserves the right to accept the bid from the lowest Bidder, taking into consideration the interests of the Fire Authority and participating agencies as a whole. This may or may not be the bid with the lowest bid price.

4. **Instruction to Bidders and Specifications.** The invitation and instructions to Bidders and bid specifications may be obtained by contacting the Fire Authority between the hours of 9:00 a.m. and 5:00 p.m. on all regular business days or online at www.northmasonrfa.com. Any questions regarding bid specifications should be directed to Assistant Fire Chief Scott Cooper a minimum of five (5) business days prior to the bid due date. Clarifications, corrections and/or changes shall be sent in writing via email to all prospective Bidders.

5. **Bid Marking.** All bids must be submitted in a sealed envelope, clearly marked on the outside of the envelope, "Bid for North Mason Regional Fire Authority Headquarters Diesel Exhaust Removal System".

6. **Bid Submission.** A Bidder may, without prejudice to the Bidder, withdraw, modify or correct a proposal after it has been deposited with the Fire Authority, provided the request is filed with the Fire Authority in writing, before the time set for opening bid proposals. The original proposal, as modified by such writing, shall be considered as a proposal submitted by the Bidder.

7. **Contents of Bid Proposal.** All bid proposals shall contain or be accompanied by the following:

   7.1. **Proposal.** A written proposal to supply all materials and labor to install a new diesel exhaust removal system as described in the specifications, in accordance with the instructions to Bidders. The description shall be outlined in the same sequence as set forth in the specifications. In the event any exceptions to the specifications are identified in a bid proposal, the Bidder must also include an explanation to establish why they feel the exceptions are equivalent to or exceed the specifications.

   7.2. **Qualification of Bidder**. Bids will only be accepted from companies that have an established reputation in the field of manufacturing and installing diesel exhaust removal systems. Bidder must be established in the business of diesel exhaust removal systems for a minimum of no less than eight (8) years.

   7.3. **References.** Bidder shall show proof that their system has been field-tested and proven by supplying a list of not less than one hundred (100) fire department references (seven (7) within the state the municipality is going to bid) to include a phone number and contact name.

   7.4. **Availability of Parts and Services.** Bids will only be accepted from companies that have a local (within 200 miles of the job site) inventory of spare parts (a minimum of $10,000) and factory certified and trained service technicians to perform the required service maintenance. Bidder shall submit a statement showing the length of time that parts and services will be available after completion of the project and where such parts and service will be available.

   7.5. **Warranty/Repair Service.** A statement stating the length of time that materials and workmanship will be covered after acceptance of the work and services provided.

   7.6. **Authority.** The bid must be signed by an authorized representative of the Bidder. The Bidder shall provide with the bid proposal, proof of such representative's authority to contractually bind the Bidder.

7.7. **Price.** The total bid price exclusive of state and local sales or use tax, using the attached Bid Form (Exhibit A).

8. **Compliance.** The Fire Authority advises all prospective Bidders that compliance with the requirements outlined in these instructions to Bidders and bid specifications will be considered by the Board of Commissioners in determining whether to accept or reject any bid.

9. **Material Considerations.** Each of the requirements contained in this document are material, and the failure of a Bidder to comply with each requirement may constitute grounds for rejection of the bid at the discretion of the Board of Commissioners.

10. **Bidding Errors**. The Fire Authority will not be liable for any errors in any Bidder proposal, and Bidders will not be allowed to alter or modify bids after the bid submittal deadline. The Fire Authority reserves the right to correct or amend errors such as typing, transposition or other obvious errors; however, the Fire Authority is not required to make such corrections or amendments. If a Bidder claims error and asks to be relieved of an award, the Bidder will be required to promptly present certified worksheets documenting the error. If the Fire Authority, upon review of the worksheets, is convinced in the Fire Authority's sole discretion, that an honest, mathematically excusable error or omission of costs has been made, the Bidder may be relieved of bid. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control.

11. **Offer Irrevocable - Time Period.** All bid proposals shall be deemed to be offers to enter into a contract and shall be irrevocable for a period of thirty (30) days from the date of opening of the bids.

12. **Specifications.** The Bid Specifications provided by the Fire Authority (Exhibit B) are the <u>minimum</u> requirements. Any exceptions equivalent to or exceeding these specifications will be given due consideration. Bidders shall include their proposal specification sheets. Any exceptions to strict compliance with the specifications must be noted. A List of Exceptions to Specifications shall be prepared by the Bidder and included with the bid, indicating any and all exceptions, explaining each exception and describing the specification proposed to be met.

13. **Prevailing Wages.** Bidder shall pay prevailing wages as currently published by the Washington State Department of Labor and Industries and shall comply with Chapters RCW 39.12 and RCW 49.28.

13.1. **Statement of Intent to Pay Prevailing Wages** must be filed with the Department of Labor and Industries by the Bidder, after the contract is awarded, before work begins. The approved Statement of Intent and prevailing wage rates for the project must be posted for the benefit of workers.

13.2. **Affidavits of Wages Paid** must be submitted to the Department of Labor and Industries for certification by the director, upon conclusion of the contract, by the Bidder/Contractor. Final payment on the contract shall be withheld until certification by the director has been received by the Fire Authority that the prevailing wage requirements of the law have been satisfied.

13.3. Bidder must certify that it has not been cited for two (2) violations within the last five (5) years and is thus not prohibited from bidding on public works contracts. The Bidder must also assure the Fire Authority that it will use no sub-contractor who is thus prohibited.

14. **Contract Documents.** The contract shall be substantially in the form attached as Exhibit C. The contract shall specifically enumerate all documents that are included by reference, which shall include the following documents:

14.1. The formal written agreement executed by each party.

14.2. The Instructions to Bidders and Bid Specifications prepared by the Fire Authority.

14.3. The bid proposal submitted by the Bidder.

14.4. All warranties covering the materials, equipment and workmanship.

15. **Warranty.** Bidder shall guarantee all materials, equipment and workmanship for a minimum of one (1) year from the date of the final acceptance of the completed job against original defects of material and workmanship, or excessive wear or deterioration. Defects shall be made good at the Bidder's expense with no cost or obligation to the Fire Authority.

16. **Statutes and Regulations.** The completed/installed diesel exhaust removal system must comply with the requirements of applicable federal statutes and regulations, Occupational Safety and Health Administration (OHSA) regulations, National Fire Protection Association code, National Institute of Occupational Safety and Health (NIOSH) recommendations, applicable Washington statutes and regulations of the Department of Labor and Industries, and all other applicable state regulatory agencies. In the event the specifications cannot be complied with without violating such

requirements, the Bidder shall so state; if not discovered until after the contract has been executed, the supplier shall advise the Fire Authority prior to completion.

17. **Patents.** The Supplier shall defend any and all suits and assume all liability for any claims against the Fire Authority, or any of its officials, employees and agents, for the use of any patented process, device or article forming a part of the equipment or any appliance to be furnished under the contract.

18. **Conflict of Interest.** Bidders must certify that no officer, agent or employee of the Fire Authority who has participated in the contract negotiations on behalf of the Fire Authority has a pecuniary interest in the bid proposal, and that the proposal is made in good faith without fraud, collusion or participation of any kind by any other Bidder under the same call for bids, and that the Bidder is submitting the bid on its own behalf and not as an undisclosed agent of any person or firm.

19. **Public Disclosure.** All documentation submitted to the Fire Authority may be considered public record under applicable laws and may be subject to disclosure. Bidders recognize and agree the Fire Authority will not be responsible or liable in any way for any losses the Bidder may suffer from the lawful disclosure of information or materials to third parties. Any materials requested to be treated as confidential documents, proprietary information or trade secrets must be clearly identified and readily separate from the balance of the bid submission. Such designations will not necessarily be conclusive, and Bidders may be required to justify why such material should not, upon written request, be disclosed by the Fire Authority under the applicable Public Records Act (RCW 42.56). The Fire Authority will attempt to provide at least two (2) business days' notice of a public records request for material submitted pursuant to this Invitation for Bid. Bidders must respond to the notice in writing with any objection to the production of the documents within two (2) business days of the receipt of the notice. All costs incurred by Bidders associated with any public records request are the responsibility of the Bidders.

## EXHIBIT A

## BID FORM – HEADQUARTERS DIESEL EXHAUST REMOVAL SYSTEM

The North Mason Regional Fire Authority is seeking bids for the purchase and installation of a diesel exhaust removal system at the new Headquarters Fire Station located at 490 NE Old Belfair Hwy, Belfair WA 98528.

Sealed bids will be accepted at the existing North Mason Regional Fire Authority Headquarters located at 460 NE Old Belfair Highway, Belfair, WA 98528 until 5:00 p.m. on Wednesday, September 8, 2021. The outside of the sealed envelope must be properly marked with "Bid for North Mason Regional Fire Authority, Headquarters Diesel Exhaust Removal System".

**NOTE TO ALL BIDDERS:** NO BIDS RECEIVED AFTER CLOSING WILL BE ACCEPTED

No bid may be withdrawn for a period of thirty (30) days after the bid closing date. The Authority reserves the right to reject any and all bids and to accept the bid it feels is in the best interest of the Authority.

| Equipment | Quantity | Unit Price | Total |
|---|---|---|---|
| | | | |
| | | | |
| Electrical | | | |
| Miscellaneous/Labor | | | |
| Total | | | |

**PREVAILING WAGES:** This is a public works project and, as such, is subject to prevailing wages. The contractor shall pay prevailing wages as currently published by the Washington State Department of Labor and Industries and shall comply with Chapters RCW 39.12 and RCW 49.28. The State of Washington prevailing wage rates applicable for this public works project, which is located in Mason County, may be found at the following website address of the Washington State Department of Labor and Industries:

https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/

Any questions concerning the bid specifications shall be in writing, and any exceptions must be approved by the Fire Authority.

Signature: _____ Printed Name: _____

Company Name: _____ Title: _____

Company UBI: _____

Company Address: _____

_____

Phone: _____ Fax: _____

Email: _____

# EXHIBIT B
# Vehicle Exhaust Removal System
# Performance and Technical Specifications

1. **GENERAL:**

1.1. **Scope.**

1.1.1. Bidder shall provide all labor, materials, and equipment necessary, to put in working operation a complete system to remove both diesel and automotive exhaust gases, and particulate of operating vehicles within the confines of specified fire station(s). All necessary controls, fan, ductwork, labor and all other equipment and materials specified shall be part of the Bidder's work.

1.1.2. All items of equipment and materials described in these specifications are to be furnished installed and placed into proper operating condition in accordance with good practice and manufacturer's written or published instructions.

1.1.3. All workmanship and materials shall be in accordance with applicable codes and regulations (i.e. SMACNA, BOCA, NEC, ASTM, UBC, UMC, NFPA, AMCA and IMC. Such codes and regulations are to be considered part of these specifications).

1.1.4. Bidder shall warrant all materials, equipment and workmanship for a minimum of one (1) year from the date of final acceptance of the completed job, against original defects of material and workmanship, improper or insufficient maintenance, excessive wear and deterioration. Repairs shall be made at the Bidder's expense.

1.1.5. Bidder shall install a complete automatic disconnect Diesel Exhaust Removal System, that addresses the problem of diesel fumes in the fire station that will not interfere with normal day-to-day operations. The system shall be a Plymovent Sliding Balancer Track type system and Plymovent VSRX Rail type system that has the following performance criteria:

(1) The exhaust removal system must provide approximately 100% complete evacuation of all diesel fumes at the source from start up to exit of the apparatus from the fire station. The diesel exhaust removal system shall be capable of reaching to the undercarriage of the vehicle tailpipe located anywhere from 10 to 95 feet away from the exiting door. The system must be able to accommodate drive through and back in bays to meet all the needs of the fire department.

(2) The system must not affect personnel boarding the apparatus. Hose loops shall not hang any lower then seven feet from the bay floor. The hose assembly shall not touch or drag on the bay floor.

(3) The exhaust system shall not block doorways, exits, and aisles in the apparatus bay, which could endanger the welfare of fire personnel visitors.

(4) To protect the apparatus electrical system from any possible damage, the system bid shall not incorporate any type of electromagnetic device that requires the apparatus to be utilized as and electrical ground for the systems operation.

(5) Due to the harmful effects of diesel exhaust, the system must be designed and capable of capturing approximately 100% of the exhaust gas and particulate even in the event of a complete power failure. The system shall not detach itself from the apparatus for any reason during a power failure other then normal exiting of the apparatus bay. No exception to this requirement will be allowed.

(6) Vehicle must be able to perform pump checks while connected to the system and capture approximately 100% of the diesel exhaust.

(7) Connection of the system to the vehicle must be made from a standing position. No exception to this requirement will be allowed.

(8) Manufacturer must be I.S.O. 9001 certified.

1.2. **Standard Products.** Equipment and materials provided for the system installation shall be a standard product of manufacturers currently engaged in the manufacturing of automatic vehicle exhaust removal systems. Where the requirement calls for a packaged exhaust system to be provided, all items shall be the product of the manufacturer.

1.3. **Quality Assurance.** All workmanship, manufacturing procedures, airflow design and materials shall be performance guaranteed. If any findings or test studies reveal improper materials, defective components or inadequate performance as outlined in the performance/technical specifications, Bidder shall remove and replace the materials in question.

1.4. **Equipment Warranty.** Bidder shall guarantee all materials, equipment and workmanship for a minimum of one (1) year from the date of the final acceptance of the completed job against original defects of material and workmanship, or excessive wear or deterioration. Defects shall be made good at the Bidder's expense with no cost or obligation to the Owner.

1.5. **Product Delivery, Storage and Handling.** Bidder shall be solely responsible for the delivery, storage and handling of all products. Any equipment placed in storage shall be protected from weather, humidity, temperature variations, dirt, dust or other contaminants.

1.6. **Bidder Qualifications.** Bids will only be accepted from companies that have an established reputation in the field of manufacturing and installing diesel exhaust removal systems. Bidder must be established in the business of diesel exhaust removal systems for a minimum of no less than eight (8) years. Bidder shall show proof that their system has been field tested and proven by supplying a list of not less than one hundred (100) fire department references (seven (7) within the state the municipality is going to bid) to include a phone number and contact name.

Bids will only be accepted from companies that have a local (within 200 miles of the job site) inventory of spare parts (a minimum of $10,000) and factory certified and trained service technicians to perform the required service maintenance.

Any company offering a bid including a manufacturer other than the one specified is required to have a written letter from the owner stating the substitute manufacturers product is considered an equal. This letter must be signed by the owner and dated a minimum of 30 days prior to the bid date.

2. **PRODUCTS:**

2.1. **Manufacturer.**

Plymovent Corporation/Plymovent Industrial Ventilation Systems or approved equal.
115 Melrich Road
Cranbury, New Jersey 08512
Toll Free: (800) 644-0911
Fax: (609) 655-0569
Web: info@plymoventusa.com

2.1.1. **Substitution.** Any company offering a bid including a manufacturer other than the one specified is required to have a written letter from the owner stating the substitute manufacturer's product is considered an equal. This letter must be signed by the owner and dated a minimum of thirty (30) days prior to the bid date.

(1) Any company offering a bid including a manufacturer other than the one specified is required to have submitted that manufacturer's product submittals to the architect for approval 10 days prior to the bid date.

2.2. **Air Moving Devices.**

2.2.1. **Centrifugal Fans.** The fan shall be a direct drive centrifugal type, high pressure, single width, single inlet as required or indicated. Impeller wheels shall be of a radial design for high static pressure performance. Impeller wheels shall be spark resistant and made of aluminum material to prevent static electricity build up. The impeller shall be dynamically and static balanced, and of the non-overloading type to provide maximum efficiency while achieving quiet, vibration-free operation.

The fan motor and assembly shall be mounted on a steel frame for durability in any type of weather conditions. The base shall have four (4) pre-punched openings at bottom of the fan base for field attachment to either an exterior wall or roof structure.

2.2.2. **Fan motor and bearing.** All 1 to 10 horsepower motors shall be totally enclosed fan cooled (TEFC). The bearings shall be self-aligned; ball bearing type permanently sealed and lubricated. Fan shafts shall be steel and rotate in a non-sparking TEFLON seal to prevent hot gases coming in contact with the motor bearings. The exhaust discharge outlet shall be in compliance with ACGIH recommendations and EPA requirements (min. of 40 " above roofline). Air intakes, windows, cascade systems, prevailing currents, communication equipment and building aesthetics shall be considered in the final location of the fan. Silencers shall be provided when fan sound decibels exceed 64 Dba.

2.2.3. **Performance.** The Fan Capacity shall be sized as such as to deliver the required CFM at each hose drop the vehicle engine exhaust (based on an airtight connection at tailpipe), lengths of ductworks, elbows, branches, shut down. wyes, etc. which accumulate the static pressure at the field inlet. The manufacturer's provided fan(s) shall be performance guaranteed.

2.2.4. **Location.** The fan shall be located on the outside of the fire station as far away from any living quarters as possible so that firefighters would not be disturbed by the system activation.

2.3. **Electrical Controllers.**

2.3.1. **Controller type.** The controller shall be manufactured and delivered as an Operating System with one series controller manufactured by the Bidder or an equal to the specifications to follow.

2.3.2. **Electrical controllers.** The electrical controller offered shall be approved by Underwriters Laboratories (UL) as a complete electrical system for enclosed industrial control panels. **No exceptions.**

(1) Electrical controllers shall be UL listed/approved and manufactured in accordance with Underwriters Laboratories standard UL-508 enclosed industrial control panels. Enclosures shall be NEMA 12 rated and UL listed as Type 12. The electrical enclosure shall be provided and mounted in an electrical enclosure to restrict access to internal components of controller by only authorized entry.

2.3.3. **Electrical Contactors.** Contactors shall be Allen Bradley Industrial Electrical Contactors, provided with the appropriate adjustable overload relays to meet the proper full load amperage of motor that is outlined in these specifications. The contactor shall conform to the following standards: BS-5424, VDE0660 and be approved by UL Certification as an approved component.

2.3.4. **Control Transformer.** Shall be UL listed industrial control circuit transformer with primary and secondary fuse blocks. Transformer shall be provided with multi-tap primary 208V through 480V, AC, and 24V through 120V secondary.

2.3.5. **Electrical Timer.** Shall be solid state five (5) minute adjustable timer. The operating logic shall complete this cycle. Input voltage shall be applied to the timer at all times. Upon closure of a normally open isolated start switch, the load energizes and remains energized as long as the switch is closed. When the start switch opens, the timing cycle shall start. At the end of the preset time delay, the load de-energizes and the timer is ready for a new timing cycle. Timer shall be a UL recognized component under file number E65038.

2.3.6. **Engine Start Switch.** Shall be of an engine pressure sensing type, capable of recognizing the output pressure of any type of motor vehicle exhaust. The electrical contact shall be dry type or not to exceed 24V.

2.3.7. **Electrical Wiring.** Shall be run in wire channel to allow for easier identification of wiring circuit and appearance. All wiring circuitry shall meet UL listed for proper bending radiuses and terminations.

2.3.8. **Electrical Terminal Block.** Shall be 600 V, UL rated and recognized. It shall provide individual connection points for remote controls, power and motor connections.

2.3.9. **Electrical Wiring Schematic.** Shall be provided with each electrical control box supplied. Wiring schematic shall show internal circuitry as well as all primary and secondary connections to the controller.

2.4. **Ductwork System.**

2.4.1. **Ductwork type and materials.** Shall be UMC class 2 or SMACNA class 11 product conveying. It must meet or exceed criteria for construction and performance as outlined in Round Industrial Duct Construction Standards, SMACNA. Materials of construction unless otherwise specified for all ductwork

and fittings shall be a minimum G-90 galvanized sheet metal in accordance with ASTM-A525 and A527. Only when specified, type 304 stainless steel in accordance with ASTM A240 shall be provided.

2.4.2. **Ductwork sizing and gauges.** All ductwork subject to positive or negative pressure shall be of round, spiral pipe construction, with the range of available sizes not to exceed 20 inches in diameter. Duct gauge shall depend on diameter and a minimum operating pressure of 8 inches water gauge. Acceptable gauge and reinforcement requirements shall be in accordance to the following. Inner duct diameter 4" - 13" dia. shall be 26-gauge standard spiral pipe and 14" - 20" dia. shall be 24-gauge standard spiral pipe.

2.4.3. **Ductwork Fittings.** All exhaust fittings shall be round and have a wall thickness 2 gauges (one even gauge number) heavier than the lightest allowable gauge of the downstream section of duct to which they are connected. Air duct branch entrances shall be fabricated fittings or fabricated duct/tap assemblies. Fittings shall be constructed so that air stream converge at angles no greater than 45 degrees. All seams shall be spot welded and if necessary, internally sealed to insure airtightness. Tapered body fittings shall be used manifold. **No exceptions.**

2.4.4. **Ductwork Design Velocities.** Shall be a minimum of 3000 feet/minute transport velocity at 275 cubic feet/per minute volume in metal ductwork at riser clamp which is the standard for design.

2.4.5. **External Ductwork.** Shall be sized for the exact inlet and outlet of the exhaust fan blower. If the fire station is exposed to unusual inclement weather, unusual levels of acid rain or is within 3 miles of salt water, stainless steel shall be considered for all exterior duct work components. An exhaust rain cap shall be supplied and manufactured in accordance with EPA standard for free draft rain cap requirements. Included as an integral part of this rain cap shall be a back draft damper to provide protection from rain and other inclement weather or air.

2.4.6. **Exhaust Penetrations.** To protect the Fire Authority's best interest, ductwork shall only penetrate exterior walls rather than a roof penetration. In all cases when making a wall penetration through masonry or concrete walls, it shall be done by the use of a professional core-drilling machine. The core drilling shall be properly sized to reduce the diameter of the opening to the smallest possible size. Only after all possible avenues for wall penetration are exhausted, shall the roof penetration be accepted. The original roofing contractor shall perform the work if possible, to insure any warranties on the existing roof are not voided. If the original roofing contractor cannot be notified a licensed roofing contractor shall be used.

2.5. **Vehicle Exhaust Removal System Equipment.**

2.5.1. **Scope of System Operation.** The vehicle exhaust removal system shall capture approximately 100% of the exhaust emissions directly at the tailpipe of the vehicle and exhaust those emissions to a specified area safely outside the building. The operating controller shall be designed to complete this cycle. A pneumatic operated collection nozzle shall be connected to the motor vehicle's exhaust tailpipe, when the vehicle is started by the driver, the exhaust fan will automatically energize and vent the toxic gases directly to the outside of the building. This automatic feature shall be achieved by means of a pressure sensor located inside the exhaust ducting; this pressure sensor shall sense the engine's output pressure upon the first stroke of the engine piston and energize the fan starter. The automatic controller shall use an adjustable timer to keep the contactors energized for a designated period of time. Should the operating vehicle not exit the station within the designated preset time period, the manual run button

on the OS-3 control panel must be engaged; this will keep the fan running while the vehicle is running and must be turned off manually via stop button on OS-3 control panel.

The pneumatic connection device shall stay connected to the vehicle tailpipe as it travels to the exit door in a pre-engineered track/rail system. The track/rail shall be securely attached to the building structure and supports a flexible hose assembly that moves with vehicle inside the station. As the vehicle nears the exit door, the pneumatic nozzle connection located at the tailpipe shall tension release automatically therefore releasing the nozzle from the tailpipe. This shall be accomplished by means of uncoupling valve, balancer and end stop strategically located on the track/rail. After the system releases the vehicle tailpipe at the door, it shall retract passively and smoothly into a convenient storage position. When the vehicle returns to the station, a system operator manually pulls the flexible hose assembly to the entrance door. The system operator holds the pneumatic connection device approximately 18" from the floor and at the door threshold. The system operator, without bending over, attaches the pneumatic connection device just inside the door threshold as the vehicle enters the station, at which time the exhaust fan motor energizes. The vehicle driver momentarily stops the vehicle when the tailpipe is just at the door threshold (a backup man will notify the driver when it is time to stop the vehicle).The system operator, standing straight up shall slide the connection device up against a flanged adapter attached to the vehicle tailpipe. The cycle is completed as the exhaust fan starts and vents the toxic gases with the magnetic connection nozzle firmly attached to the vehicle exhaust pipe. The vehicle then proceeds to its designated resting position.

2.5.2. **SBTA Track Material. T**he sliding track shall be a one-piece continuous extruded aluminum track in a minimum length of 20 feet. The construction profile shall be of a box-lock type profile, which shall adhere to the following dimensions. Track height 3 1/8", width 1 1/2", thickness 1/8". The track material shall be aircraft aluminum alloy type AA-06063. The aluminum track shall be an extruded design that shall incorporate three separate and functioning channels. The three channels shall be for the following, mounting channel, trolley channel and the box-lock channel. Each of these sections performs a specific function to make the system work effectively. The mounting compartment shall be designed to accept the slider bars (which shall be provided with factory supplied vertical legs and riser clamp duct connection) and allow positioning along the full length of the slotted track mounting channel.

The trolley channel shall allow the trolley/balancer/hose assembly to glide to the door threshold in a safe and effective manner. The box-lock channel shall allow the whole track to remain rigid as it hangs from factory supplied leg supports and also shall provide an area to attach bolts for splicing additional tracks together for systems over 20 feet long. The overall extruded track lengths shall be 20-foot standard and weight no more then 35 lbs. The track system shall be equipped with end stops that limit travel of flex hose as the vehicle exits the building. The end stop shall be fabricated of zinc plated steel in a U shape form, with a rubber end stop on the impact end. It shall be attached by using a 1/4" molded locking bolt. The end stop shall be secured to the track with no loss than (2) 1/4" bolts and locking nuts located on the underside of the track. For security, a 1/4" bolt shall be drilled through the ends of each track system, to ensure the trolley/balancer assembly(s) roll no further then the end of the track system.

2.5.3. **VSRX Rail Material.** Model: VSRX. Shall be constructed of a one-piece continuous extruded aluminum rail in a minimum length of 19 feet (5.79 m). Construction Profile: Rectangular profile, rail height of 10 inches (254 mm) including the rubber seals, rail thickness of 0.20-inch (5 mm), width of 8-½ inches (216 mm) ID. Bottom Portion of Rail: Continuous slots to accept a rubber seal. Rubber Seals: Fitted into each side of the rail and shall join in the middle. Rail Material: Aircraft aluminum alloy Type AA-6063 (ASTM

B209/B209M). Rail: Extruded as a one-piece design unit to maximize the structural integrity of the rail and to minimize joints which may add to possible leakage of dangerous exhaust gases.

2.5.4. **Support Legs.** Support legs shall be manufactured and provided by the supplier of the primary exhaust removal system. (Equipment Manufacturer). This is to ensure that the unit is installed as a complete system including the mounting hardware. Support legs are 2” x 2” aluminum cut to proper lengths during installation work. Adjustable mounting bracket kit consists of two brackets to be thru bolted to leg stock. Side bracket kit comes with clamp for leg stock and two side braces for lateral and longitude bracing. Approximately one support left every ten feet. The angle shall be completely adjustable to the leg support and mounted perpendicular and parallel to direction of the track. The typical support angle shall be 45 degrees from the center line of the factory provided support leg. The standard leg shall be capable of meeting a Seismic 4 requirement.

2.5.5. **Double Track Joiner Plate.** Should the exhaust removal system require a double track type system due to the length of the apparatus bays, the tracks shall be attached in the following manner.

The joiner plate shall be constructed from a minimum of 1/4” thick zinc-plated material and be designed to connect two parallel tracks to make a double track system to accommodate an apparatus bay over 40 feet in length. The joiner plate shall be 10” x 8” flat zinc-plated steel and designed to attach the two tracks to a single factory supplied support leg. The steel plate shall have (6) 3/8” holes drilled 6 7/8” apart to accommodate the slider bar provided with factory sup-port legs. The joiner plate shall have two slider bars attached to the plate and shall be located on the outside edges of plate, these slider bars shall fit into the box-lock track mounting channel for a simple and secure attachment of the plate to box-lock track. The center portion of the joiner plate shall provide attachment for the factory supplied support leg.

2.5.6. **Track Splicing Assembly.** The track splicing assembly shall be fabricated for the sole function of connecting two extruded aluminum box-lock sliding tracks end-to-end. Track splice shall be manufactured of galvanized steel in two parts and utilized as a clamping device. This clamp shall accurately secure both tracks together in a fashion, which shall eliminate any possibility of obstructing the trolley assembly as it passes through this connection point of track system. Connecting length of splice shall be a minimum of 15 3/4" long and fabricated of 14-gauge material. Four 1/4" bolts with lock nuts shall pass directly through internal partition of box-lock track. The splicing sleeve shall fit externally around the outside dimension of extruded aluminum track profile.

2.5.7. **Riser Clamp Assembly.** The riser clamp shall be fabricated as a one piece welded assembly and manufactured to create the transfer of the hard spiral pipe joined at the top and flexible duct connection at the bottom. The riser clamp shall be pre-drilled to mount an air regulator assembly for the pneumatic nozzle and to accept airlines that pass through airtight seals mounted to riser pipe. A slider bar and associated hardware shall be provided with riser clamp assembly. Sizes of the riser clamp will range from 3" - 6” diameter to match the output velocity of the vehicles that will park in that station.

2.5.8. **Accutrack Trolley / Balancer Assembly.** The trolley assembly shall be manufactured as a two-piece galvanized steel assembly including bumper stops at each end. Fixed to the side of the trolley are solid steel pins, which shall be for load carrying bearings that are sealed and permanently lubricated. The Load carrying bearings shall travel internally in track trolley channel. Two additional permanently lubricated trolley wheels shall be provided on bottom side of the track to reduce wobble of trolley as it conveys the hose assembly to the door threshold. A release plate shall be attached to the chassis of the

trolley to smoothly energize the uncoupling release valve when the trolley-balancer assembly approaches the door threshold. The system balancer assembly shall be a self-adjusting weight spring tension balancer with a lifting capacity of no less than 31 Lb. The balancer shall have a minimum diameter stainless steel cable of .080 and a safety link connection. The system supplier shall manufacture the balancer and trolley for the sole purpose of conveying the flexible hose to the door threshold for automatic release of the system. Only a stainless-steel balancer cable will be accepted. **No exceptions.**

2.5.9. **Regulator Assembly.** The regulator assembly shall be constructed of cast aluminum and refinished with black epoxy coating for durability. The regulator shall safely operate with an in-put pressure of 0 - 200 psi; the output pressure shall be preset at 15 psi. The regulator shall be attached to each Riser Clamp Assembly/Hose Drop or to the box-lock track to allow for independent adjustment of each pneumatic nozzle. The regulator shall also be provided with needle type adjustment gauge that is clearly marked with the proper operating range of system, and which can be visibly read from standing on the bay floor.

2.5.10. **Uncoupling Valve Assembly.** Shall be provided to activate the release of the pneumatic nozzle connection located on vehicles exhaust pipe. The valve shall be single direction action and affixed to a mounting bracket, which can be easily positioned and adjusted along the full length of the extruded aluminum track profile. The mounting bracket shall be formed from a minimum of 16-gauge galvanized steel and designed to fit snugly over the top of the box-lock track system. A 1/2” opening shall be centered to the top side of bracket to accommodate a 1” x 1/2” bolt with a 1/2” plated 1 1/2” long bar providing the secure attachment of Uncoupling Valve when system is put into service. The release valve shall be set for the maximum exiting speed of the vehicle.

2.5.11. **Upper Flexible Hose.** Hose shall be flexible exhaust hose manufactured for the sole purpose of venting high temperature exhaust gases, which are produced by internal combustion engines. The flexible hose shall be designed strictly for the harsh environment of rapid response and auto-release of a vehicle exhaust tailpipe. Hose shall range from 3” - 5” diameters with varying lengths depending on the system length required ranging from 20 - 43 feet without joining or splicing connections. Hose material shall be high temperature synthetic rubber impregnated into a high temperature laminated fabric with a minimum overlapping thickness of 2 7/16”. This construction of hose must be capable of operating at continuous temperatures of 400 degrees F and intermittent temperatures of 500 degrees F such as are experienced when pump checks are performed inside the station. Independent testing by a recognized UL laboratory must accompany this bid as proof of performance claim. Wire Helix shall be bound and protected in laminations of hose winding. This shall be accomplished in a fashion, which eliminates any possibility of personnel coming in contact with an exposed hot metal helix. The hose shall further protect the internal wire helix from heat buildup and in turn add increased visibility to personnel. Wear strip shall be 9/16” wide and be provided as a safety yellow color. The bend radius of the high temperature hose shall be no lesser then 1.5 times the diameter of hose to ensure that hot gases be restricted as they pass through the system.

2.5.12. **Lower Hose Assembly.** Shall be a rigid 3”-5" diameter by 2-foot-long section of yellow and black hose identical in appearance to the upper hose assembly. Lower hose shall support the pneumatic connection nozzle and chrome reducing elbow in a rigid fashion as to allow for the operator to place hose collection nozzle onto the tailpipe without bending over. Lower hose is the only section of hose which shall disconnect from the upper hose assembly and act as a safety disconnect in the unlikely event the nozzle gets entangled.

2.5.13. **Safety Disconnect Coupling.** A coupling shall be incorporated in the design of the system enabling the lower two-foot hose assembly to separate from the upper hose assembly thus reducing the possible chance of damage to system, in the unlikely event the exhaust connection nozzle assembly may become entangled. This device shall consist of two spun aluminum collars connected by an ergonomic round handle. The release tension of this device shall separate the two at no greater than 88 Lb. **This is considered a safety requirement and any system bid must incorporate a safety disconnect. No Exceptions.**

2.5.14. **Collection Nozzle Assembly.** The nozzle shall provide a substantially airtight seal around exhaust tail pipe when connected thus allowing for 100% source capture. The seal shall not allow for escape of life-threatening exhaust gases, which may be present during the following conditions. If vehicle's engine is accelerated above normal idle resulting in an exhaust velocity greater than 5000 feet per minute or in the event that the output velocity or CFM of the exhaust exceeds the manufacturers normal capture velocity or CFM of exhaust system. The Nozzle shall automatically adjust its internal orifice to accept any tail pipe ranging from one inch through six-inch diameter. The bidder of the nozzle shall offer, if required, both maximum diameter nozzles ranging from 4.75" diameter to 8.25" diameter. The nozzle pressure shall not exceed 15 psi. when connected to the vehicle's tailpipe. Nozzle construction shall be high temperature synthetic rubber, vulcanized to a high temperature synthetic fabric. A NOMEX inner liner shall be provided for the primary temperature source at the tailpipe and also act as a friction barrier. The chrome-reducing elbow that connects to the connection nozzle shall be fabricated using continuous welded construction. This important feature eliminates the escape of any potentially lethal exhaust gases and must provide for a smooth air flow transition from connection nozzle into the high temperature flexible hose. The angle of transition shall be no less than or greater than 67 degrees from the center line of reducer. The chrome-reducer shall incorporate a primary expanded metal debris screen, which is permanently affixed by welded seams to the inside opening of exhaust fitting. Since this item is a point of safety for both personnel and the system itself, no exception will be tolerated for this point.

2.5.15. **Hose Saddle.** A hose suspension saddle shall be a steel elbow specifically manufactured for the sole purpose of suspending high temperature flexible hose. The design of the saddle shall smoothly transition the direction of the hose during its travel along the track. Securing clamps shall be provided including a link fastener, for the purpose of mounting it to the balancer safety link.

2.5.16. **Special Features.** The system must be designed to expand for future apparatus to a tandem vehicle arrangement (one vehicle behind the other) by adding to the proposed system. Systems that require replacement of the existing system or major components to meet a tandem vehicle arrangement shall not be accepted. Overall system design and performance shall be for both back in and drive-through configurations when applicable, this assures door to door coverage and collection of dangerous exhaust gases from the point of connection at the doorway.

2.5.17. **Vehicle Tailpipe Modification.** Bidder shall supply a drawing for the precise modification procedure for the vehicles to attach to the exhaust removal system. The modification shall vent the exhaust gases at a 90-degree angle on the passenger side of vehicle. Tailpipe modifications requiring a 45-degree angle of exhaust venting shall not be acceptable, so to prevent exhaust blow back into station after the auto-release system disengages from the tailpipe. A flange shall be provided and installed by Bidder as a precisely located stopping point for the collection nozzle.

3. **TRAINING:**

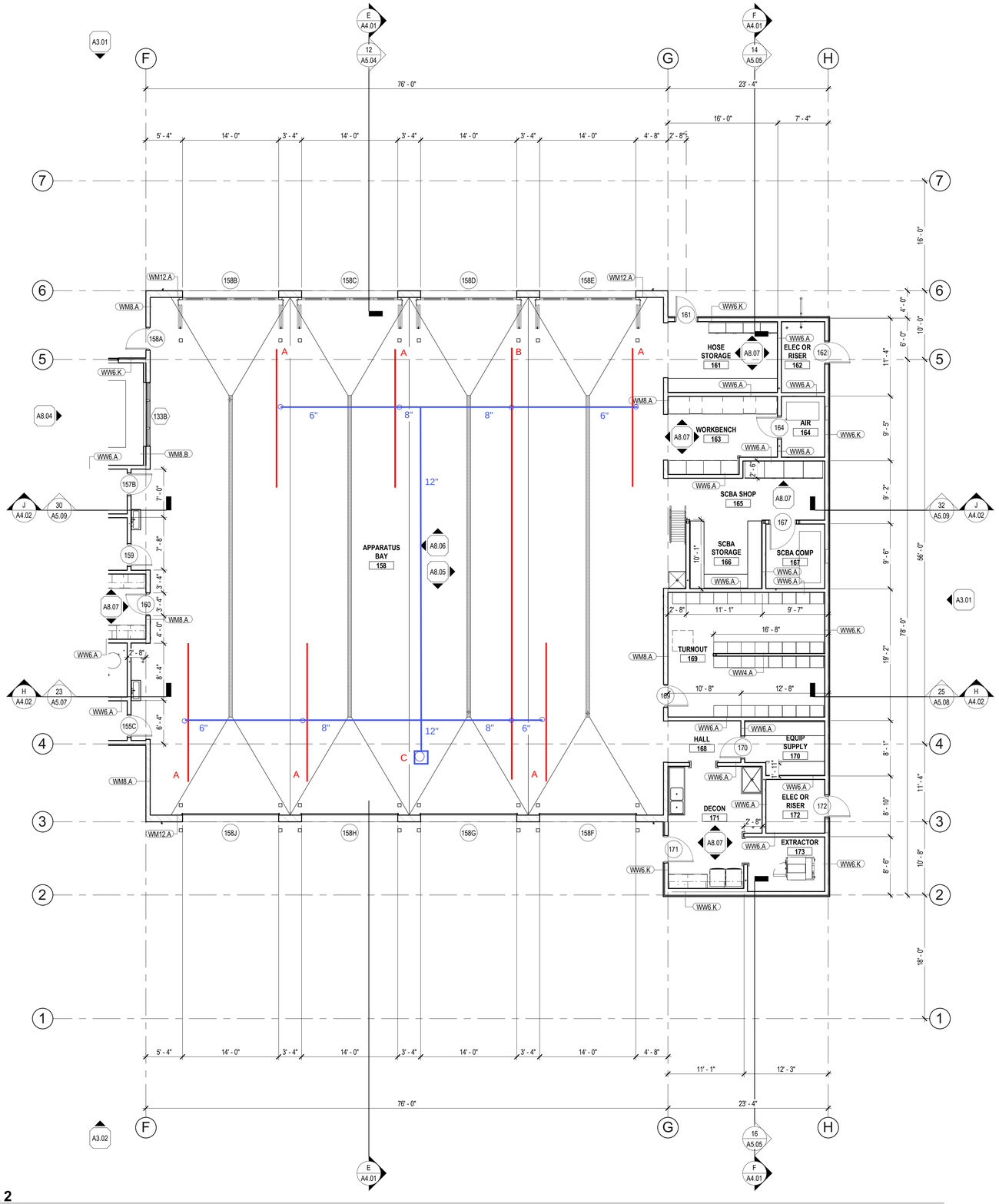
3.1. **Training.** Bidder or authorized approved personnel shall provide training to Fire Authority personnel in the daily use and maintenance of the vehicle exhaust removal system that has been installed and specified herein. The Fire Authority shall be notified at least two (2) days prior to the date scheduled for the training course. Training shall be for all personnel involved with the operation of the exhaust removal system to include all shifts required to man the particular facility. The training session shall be performed in person by a recognized representative of the manufacturer of the exhaust removal system, in addition a training video shall be provided to the fire department.

A = SBTA-21
BACK-IN
SYSTEM
19' TRACK
1 HOSE

B = VSRX-75-2
BACK-IN
SYSTEM
69' TRACK
2 HOSES

C = 10HP
TEV FAN
16' EXHAUST
LOCATION TBD

D = 10HP OS-3
CONTROL PANEL
48" AFF
LOCATION TBD




## FLOOR PLAN - AREA 2

SCALE: 1/8" = 1'-0"

## MATERIALS KEYING LEGEND

| KEYNOTE NO. | KEYNOTE DESCRIPTION |
|---|---|

## KEY NOTES

## GENERAL NOTES

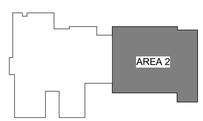
1. SEE OTHER 'A' SERIES SHEETS FOR ADDITIONAL INFORMATION WHERE APPLICABLE.
2. SEE MECH, ELECTRICAL, STRUCTURAL, AND OTHER SYSTEMS DRAWINGS FOR INFORMATION NOT INDICATED ON THIS SHEET.
3. ALL DIMENSIONS ARE TO FACE OF STRUCTURE, CENTERLINE OF STRUCTURE, OR CENTERLINE OF DOOR/WINDOW UNLESS NOTED OTHERWISE
4. CONTRACTOR TO COORDINATE ROUGH OPENINGS FOR WINDOWS AND DOORS WITH WINDOW/DOOR MANUFACTURER
5. SEE DETAIL SHEETS FOR WALL TYPES LEGEND, SCHEDULES, TYPICAL SYMBOLS, AND APPLICABLE DETAILS
6. SEE CODE ANALYSIS FOR FIRE PARTITION LOCATIONS.
7. PROVIDE INTERMEDIATE FRAMING AND INSULATION AT CORNERS & HEADERS TO COMPLY WITH WSEC C402.2

## WALL LEGEND

SEE WALL TYPES & FLOOR PLANS FOR SIZES AND DIMENSIONS OF WALLS. ALL WALLS EXTEND TO UNDERSIDE OF ROOF JOIST/TRUSSES ABOVE UNLESS INDICATED OTHERWISE. IF ACOUSTIC INSULATION IS SHOWN, IT SHALL EXTEND FULL HEIGHT OF WALL. SEE STRUCTURAL FOR TOP OF WALL CONNECTIONS.

- 2-HOUR FIRE WALL
- STUD WALL
- CORNER GUARD
- MASONRY WALL
- XXA — WALL TYPE

## KEY PLAN






NOT FOR CONSTRUCTION

11/16/2020

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# NORTH MASON RFA FIRE STATION
NORTH MASON COUNTY
490 NE OLD BELFAIR HWY, BELFAIR, WA 98528
FLOOR PLAN

| | |
|---|---|
| PROJECT NO. | 20013 |
| DESIGNED BY | MV |
| DRAWN BY | RMM |
| ISSUE DATE | 11/16/2020 |
| PHASE | 60% CD |
| CHECKED BY | RJ |
| REVISION | |
| SHEET NO. | |

A2.02

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# EXHIBIT C
# PUBLIC WORKS AGREEMENT

THIS AGREEMENT is entered into the date last below written between North Mason Regional Fire Authority ("Authority"), and _____ ("Contractor").

The parties agree as follows:

1. **Contractor Services.**

1.1. The Contractor shall perform the services outlined in the Bid Specifications.

1.2. The Contractor shall furnish at its own cost and expense all labor, tools, equipment and materials required. The Contractor shall construct and complete in a good workmanlike manner, and to the satisfaction of the Authority, the work designated, described and required by the applicable plans, specifications and approved proposal, all of which documents are a part of this Agreement.

2. **Compensation.** The Authority shall pay the Contractor the total amount of $_____ excluding applicable sales tax, for all work and services covered by this Agreement. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the Authority. The Authority shall pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the Authority. The Authority's payment shall not constitute a waiver of the Authority's right to final inspection and acceptance of the work.

3.1. **Performance Bond.** Pursuant to RCW 39.08.010, the Contractor shall provide the Authority a performance bond for the full contract amount to be in effect until 60 days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Employment Securities, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

3.2. **Retainage.** The Authority shall hold back a retainage in the amount of five (5) percent of any and all payments made to the Contractor for a period of 60 days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

3.3. **Defective or Unauthorized Work.** The Authority reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this

Agreement and extra work and materials furnished without the Authority's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the Authority may complete the work by contract or otherwise, and the Contractor shall be liable to the Authority for any additional costs incurred by the Authority. "Additional costs" means all reasonable costs incurred by the Authority, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The Authority further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.4. **Final Payment; Waiver of Claim.** THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. **Termination.**

4.1. The Authority may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

4.1.1. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the work.

4.1.2. The Contractor's failure to complete the work within the time specified in this Agreement.

4.1.3. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.

4.1.4. The Contractor's failure to comply with any federal, state or local laws, regulations, rules or ordinances.

4.1.5. The Contractor's filing for bankruptcy or being adjudged bankrupt.

4.2. If the Authority terminates this Agreement for good cause, the Contractor shall not receive any further monies due under this Agreement until the Contract work is completed.

5. **Independent Contractor.** The Contractor is and shall be at all times during the term of this Agreement an independent contractor.

6. **Prevailing Wages.** Prevailing wages shall be paid in accordance with Chapter 39.12 RCW and 49.28 RCW, and the Contractor shall comply with all requirements of Chapter 39.12 RCW and 49.28 RCW.

6.1. **Statement of Intent to Pay Prevailing Wages** must be filed with the Department of Labor and Industries by the Contractor, after the contract is awarded, before work begins. The approved

Statement of Intent and prevailing wage rates for the project must be posted for the benefit of workers.

6.2. **Affidavits of Wages Paid** must be submitted to the Department of Labor and Industries for certification by the director, upon conclusion of the contract, by the Contractor. Final payment on the contract shall be withheld until certification by the director has been received by the Authority that the prevailing wage requirements of the law have been satisfied.

6.3. The State of Washington prevailing wage rates applicable for this public works project, which is located in Mason County, may be found at the following website address of the Washington State Department of Labor and Industries:

https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/

7. **Changes.** The Authority may issue a written change order for any change in the work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the Authority within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the Authority determines that the change increases or decreases the Contractor's costs or time for performance, the Authority will make an equitable adjustment. The Authority will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the Authority will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

7.1. **Procedure and Protest by Contractor.** If the Contractor disagrees with anything required by a change order, another written order or an oral order from the Authority, including any direction, instruction, interpretation or determination by the Authority, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the Authority that states the date of the notice of protest, the nature and circumstances that caused the protest, the provisions in the agreement that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The Authority shall have access to any of the Contractor's records needed to evaluate the protest. If the Authority determines that a protest is valid, the Authority will adjust the payment for work or time by an equitable adjustment.

7.2. **Contractor's Duty to Complete Protested Work.** In spite of any protest, the Contractor shall proceed to promptly complete work that the Authority has ordered.

7.3. **Contractor's Acceptance of Changes.** The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7.4. **Failure to Protest or Follow Procedures Constitutes Waiver.** By not protesting or following procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work and accepts from the Authority any written or oral order (including directions, instructions, interpretations, and determinations).

8. **Claims.** The Contractor shall give written notice to the Authority of all claims other than change orders within fourteen (14) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Paragraph 7.1. regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED HALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected with this Agreement within 120 calendar days from the date the work is completed.

9. **Warranty.** The Contractor shall correct all defects in workmanship and materials within the specified period for the type of work from the date of the Authority's acceptance of the work. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the Authority. The Contractor shall begin to correct any defects within seven (7) days of its receipt of notice from the Authority of the defect. If the Contractor does not accomplish the corrections within a reasonable time, the Authority may complete the correction and the Contractor shall pay all costs incurred by the Authority to accomplish the correction.

10. **Indemnification and Hold Harmless.** The Contractor shall protect, defend, indemnify and save harmless the Authority, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, including all legal costs and attorneys' fees, arising out of or in any way connected with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Authority. The Authority's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants for indemnification. 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 Authority, its officers, employees or agents, the Contractor's liability under this paragraph shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THIS INDEMNIFICATION CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this paragraph 10 shall survive the expiration or termination of this Agreement.

11. **Insurance.** The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of work under this Agreement by the Contractor, its officers, employees and agents:

11.1. Commercial General Liability Insurance written on an occurrence basis with limits no less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

11.2. Before commencing work under this Agreement, the Contractor shall provide to the Authority a Certificate of Insurance evidencing the required insurance. The Authority reserves the right to request and receive a certified copy of all required insurance policies.

12. **Miscellaneous.**

12.1. **Subletting or Assigning Contract.** The Contractor shall not assign, transfer or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the Authority.

12.2. **Extent of Agreement Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

12.3. **Work Performed at Contractor's Risk.** The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of work under this Agreement. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools or other articles used or held for use in connection with the work.

12.4. **Nonwaiver of Breach.** The failure of the Authority to insist upon strict performance of any of the terms and rights contained in this Agreement, or to exercise any option contained in this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

12.5. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

| | |
|---|---|
| NORTH MASON REGIONAL FIRE AUTHORITY | CONTRACTOR NAME |
| ATTN: Beau Bakken, Fire Chief | ATTN: _____ |
| 460 NE Old Belfair Highway | _____ |
| P.O. Box 277 | _____ |
| Belfair, WA 98528 | _____ |

12.6. **Discrimination.** The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

12.7. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws, ordinances, regulations and rules applicable to the work to be done under this Agreement.

12.7.1. **Bidder Responsibility Criteria.** The Contractor agrees to comply with the requirements of Bidder Responsibility Criteria as set forth in RCW 39.04.350 and RCW 39.06.020.

| | |
|---|---|
| CONTRACTOR NAME | NORTH MASON REGIONAL FIRE AUTHORITY |
| By _____ | By _____ |
| Name _____ | Beau Bakken, Fire Chief |
| Title _____ | |