

# Spokane Valley Fire Department REQUEST FOR PROPOSALS

(Technology and Communication Systems)  
RCW 39.04.270

## 1. PURPOSE OF REQUEST.

- 1.1. Spokane Valley Fire Department herein referred to as the Department, is soliciting proposals from qualified firms, herein referred to as Vendors, who specialize in technology and communications Systems to provide the Department with a technology and communication system meeting the requirements specified herein.
- 1.2. It is the Department's intent to select a vendor(s) based on the ability to provide a system meeting the requirements set forth in this Request for Proposals (RFPs).
- 1.3. The evaluation will consider the qualifications, abilities, past performance, cost, and Vendor's ability to complete the project within timeframes specified.

## 2. TIME SCHEDULE.

- |  |                  |
|--|------------------|
| 2.1. Issue RFP                           | 2 November 2021  |
| Deadline for Submittal of Qualifications | 3 December 2021  |
| Notify Vendor Chosen                     | 13 December 2021 |

## 3. INSTRUCTIONS TO PROPOSERS.

- 3.1. One copy of the proposal must be received via hand delivery, mail or email **no later than 11:59 a.m. (PDT) on December 3, 2021**, at the following address or email: 2120 N. Wilbur Rd. Spokane Valley, WA, 99206 or bordwellj@spokanevalleyfire.com.
- 3.2. Vendors shall have sole responsibility for delivery of proposals on time and to the proper location. Proposals received subsequent to the time and date specified above will not be considered.
- 3.3. Any additional information or addendums to this RFP will be issued by the Department prior to the submittal deadline. The Department will mail or email such information directly to known interested parties.
- 3.4. RFPs should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request.

## 4. PROPOSAL REQUIREMENTS.

- 4.1. **RESPONSES TO PROJECT REQUIREMENTS.** Vendor shall present a proposal that meets all the requirements set forth in Section 8: Scope of Work. Or an explanation of what they cannot complete.

- 4.2. COMPANY INFORMATION. The complete name of the firm or person(s) submitting the proposal, the main office address, the primary and secondary contact person(s), and their respective telephone numbers and email addresses should be included in this section.
- 4.3. COMPANY BACKGROUND. Vendors must provide, at a minimum, the following information about their company so that the Department can evaluate the vendor's stability and ability to support the requirements set forth in the response to the RFP. The Department, at its option, may require a vendor to provide additional support and/or clarify requested information.
- 4.4. The vendor should outline the company's background including:
  - 4.4.1. How long the company has been in business;
  - 4.4.2. A brief description of the company's size and organization;
  - 4.4.3. A list of any sub-vendors the vendor proposes to use should be included in this section along with contact information for each; and
  - 4.4.4. The percentage of its business is in local government (Cities, Counties, School Departments and Special Departments) as compared to non-profits or other business and commercial types.
- 4.5. CLIENT REFERENCES. Vendors will need to provide a list of at least three (3) government installations during the past five (5) years that are using the proposed system. Submit references for fully completed installations to the extent possible. If a listed reference is not on the current release of the Vendor's hardware/software or they have multiple releases of the Vendor's hardware/software in operation, this must be clearly specified.
- 4.6. COST OF PROPOSAL. Vendor shall identify all costs associated with proposal. Vendor shall be required to pay prevailing wage for any portions of its proposal constituting a public work.

## **5. SELECTION CRITERIA.**

- 5.1. The intention of the Department is to procure functionally complete, cost effective, and integrated technology and communications systems as set forth in the Scope of Work. The award will be based upon the proposal that is determined to be the most advantageous to the Department. The criteria that will be used to evaluate proposals may include, but are not limited to the following:
  - 5.1.1. Quality, clarity, and responsiveness of proposal in conformance with instructions, conditions and format contained herein;
  - 5.1.2. Ability to provide systems that includes the required functionality;
  - 5.1.3. Technical requirements (see Attachment A) Facility Drawings;
  - 5.1.4. Demonstrated performance of proposed system elsewhere in the public sector;
  - 5.1.5. Reference checks including possible visits to client sites;
  - 5.1.6. Cost and quality of hardware/software and implementation services;
  - 5.1.7. Implementation strategy and timelines;

- 5.1.8. Cost and effort of ongoing maintenance; and
- 5.1.9. Timeliness and professionalism of ongoing support.

**6. TERMS AND CONDITIONS.**

- 6.1. The Department reserves the right to reject any or all proposals, to waive minor irregularities in any proposals or in the RFP process, and to accept any proposal presented that meets or exceeds the RFP requirements and which the Department deems to be in the best interest of the Department. The Department reserves the right to accept the proposals from the vendor that best meets the interest of the Department. This may or may not be the proposal with the lowest price.
- 6.2. The Department reserves the right to request clarification of information submitted and to request additional information from any vendor.
- 6.3. The Department reserves the right to retain the services of the next most qualified Vendor, if the successful Vendor for any reason is unable to enter into a mutually agreeable contract or refuses to provide services when specifically requested by the Department.
- 6.4. The Department shall not be responsible for any costs incurred by the Vendor in preparing, submitting, or presenting its response to the RFP.
- 6.5. All received proposals are subject to the Washington State Public Records Act, Chapter 42.56 RCW. Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored. If the Department receives a public record request for any information that the Proposer has designated as proprietary, the Department’s sole obligation will be to notify the Proposer that a request has been received and that the Department will release such information within ten business days of notifying the Proposer unless Proposer obtains a court order enjoining disclosure under RCW 42.56.540.
- 6.6. The successful Vendor will be expected to enter into a contract substantially in the form set forth as **Exhibit A** for all public work components of the proposal.

**7. SUMMARY OF PROJECT.**

- 7.1. To install a hardline Encoder System from Spokane Regional Emergency Communications (SREC) to ten Fire Stations throughout Spokane Valley area and seven monitoring systems at Administration Building and Training Facility, that will be used by the Department for information and data transfer for Emergency Responses. To include the onsite training of SREC and Department personnel in the new equipment’s function.
- 7.2. The Department has funds for the replacement of its current Fire Station Alerting (FSA) system and is seeking proposals from qualified Vendors. The Department operates ten (10) fire station locations and receives incident dispatches from one (1) Spokane Regional Emergency Communication (SREC) dispatch center located at 1620 N. Rebecca, Spokane, Wash. All 9-1-1 and non-emergency calls are handled at this location, referred to as SREC from this point forward.

- 7.3. Currently, the Department utilizes a Computer-Aided Dispatch (CAD). The CAD distributes the call information over multiple interfaces to cellphones, a Zetron paging system, PulsePoint, and a Locution-automated voice dispatching system. The Locution system sends the information over by ethernet to the Department's Motorola P25 radio system via a MCC7500 console, the console sends out a call alert on the Department's Dispatch talkgroup. The call alert triggers a Motorola P25 radio at the station, which activates the station speakers through a dry contact. Locution then generates an alert tone and then sends out the computer-generated voice with the call information. After 90 seconds, the Motorola P25 radio releases the contact to mute the station speakers again.
- 7.4. The Legacy Mixers and Legacy Analog Relays in the ten fire stations function to deliver an audible tone or tones, control "night light" circuits and in some cases close appliance gas valves and deliver analog audio to the station amplifier (both tones and dispatcher voice).

## **8. SCOPE OF WORK.**

- 8.1. The Vendor shall provide all equipment, materials, station supplies and supervision for a turnkey solution. The Vendor shall include in their proposal any training, hardware, software, or licensing necessary for external notification of failures or connectivity issues to technical personnel. The system shall be designed specifically for use as a fire station alerting solution. This solution shall be provided by a single prime Vendor.
- 8.2. All applicable national, state, and local electrical and/or building codes shall be followed. The System shall be compliant with the following National Fire Protection Association (NFPA) Standards: 1221 2019 Edition, 1710 2020 Edition, and 1720 2020 Edition as applicable.
- 8.3. All system components shall utilize a single point of power/Power over Ethernet (PoE) infrastructure that optimizes the most common and inexpensive CAT5e/CAT6 cabling, using existing cable where available and minimizing labor costs by using low-voltage electrical contractors for installation. The Vendor shall ensure that the single point of power along with all components of the system are connected to Vendor-provided Uninterrupted Power Supply.
- 8.4. The System shall be modular in design to allow for future expansion of stations, units, etc.
- 8.5. The System shall utilize gradual or escalating sounds and lighting upon notification of calls. The System shall provide an audible escalating alert tone that clearly identifies to the units and the type of call that is being dispatched. The alert tone shall immediately precede the dispatch announcement (per NFPA 1221). Customized tones shall be an option.
- 8.6. The Vendor shall be responsible for fully implementing a CAD interface to Enroute (Infor) CAD version 5.21.0427.922 on a secure private network.
- 8.7. Primary control of the alerting system shall be done by the SREC's CAD via a TCP/IP interface. The System interface to CAD shall support both emergency and non-emergency alerts.
- 8.8. The System shall be capable of alerting by Group, Station, or Unit.
- 8.9. The System shall provide a means of notifying dispatchers that all components are operating properly; self-diagnosis, system health check (per NFPA 1221). The System shall provide visual status indications that the system and its components are online, communicating, and functional. The System shall provide a 919-3351 prompt warning whenever connectivity is lost or

compromised to any piece of hardware deployed. Warning shall include visual and audible warning to the dispatchers, as well as the ability to send remote messages via SMS, email, etc., to stakeholders.

- 8.10. For each dispatch alert message received from the CAD, the System shall send a response over the CAD TCP/IP connection indicating the success or failure of each dispatched station, unit, or group.
- 8.11. A manual alerting application shall be provided for dispatcher use to alert stations, units, or groups in the event of a CAD system failure or unavailability. Licensing for said applications shall be sufficient for concurrent connections or instances of software to include eleven (11) frontline dispatch workstations, three (3) dispatch manager workstations, three (3) command post/EOC positions, ten (10) fire station workstations, seven (7) CAD/AVL Monitoring stations at Administration Building and Training Facility.
- 8.12. The Vendor shall describe in detail how their respective manual alerting application can be co-located on an existing dispatch workstation or virtual workstation in order to share computer monitor workspace. If additional monitors and/or PCs will be necessary, Vendor needs to describe this in detail in the proposal response, due to space restrictions at the dispatch console workstations.
- 8.13. The proposed System shall be capable of multiple secondary redundant alerting using two-tone sequential, or DTMF paging, contact closure input, audible sound detection, telephone line ring detection, and VoIP/SIP. Not all of these may be necessary. But the Vendor shall describe in detail which are options in their system.
- 8.14. The System shall provide, at each station, capability to control functions for each of the following: audible tones, lighting, relay activation, and printer interface.
- 8.15. The System shall provide a zoning capability such that portions of a station can be alerted without alerting the entire station. The System shall provide a minimum of four (4) separate zones at Fire Station 1, three (3) separate zones at Fire Stations 2, 3, 5, 7, 8 and 10 and a minimum of two (2) separate zones at stations 4, 6, and 9. Describe how zoning is managed in the System both centrally and at the station level. The System will allow certain rooms or areas to be able to be alerted individually and there is an option to select the notifications that will be received for that area. This selection can be made by the frontline staff member without the need to modify the programming.
- 8.16. The System shall provide for a method to play overhead paging/audio. Auto-priority shall be provided in order to preempt any overhead paging for FSA traffic.
- 8.17. The System shall have the capability, for any incident or information message, to create dispatch alerts that announce simultaneously in multiple/all stations.
- 8.18. The System shall have automated voice announcements for dispatch, move-ups, and non-emergency messages. The automated voice will include as a minimum, detailed dispatch information, including apparatus(s) to respond, incident type, incident sub-type, street address with common place name, and abilities to modify for changing or evolving needs. Automated voice dispatch announcements shall immediately follow the audible alert tone as per NFPA 1221.

- 8.19. The System shall allow for dispatcher voice in addition to the automated voice announcement. Vendor shall provide all necessary components and configurations in order for said audio to originate from any/all dispatcher workstations located at SREC. Said audio system can be the radio system on the primary dispatch talkgroup.
- 8.20. The system shall have the ability to seamlessly deliver the automated voice not only over PA/Station equipment, but also across the primary fire dispatch talkgroup on the Trunking Radio System. Vendor shall describe in detail how said interface will be configured, and what user experience shall be expected. Ideally, the PA/Station audio will be synchronized with the radio-delivered audio. If this cannot be done, Vendor shall describe maximum expected delay.
- 8.21. The System shall provide local system administrators an ability to edit the pronunciation of street names, unit names, unit types, and other words without the need for manufacturer involvement.
- 8.22. The System shall provide multiple relay contacts at each station for the purpose of controlling external switched functions. At a minimum, the contacts shall be able to be energized for a configurable period of time upon receipt of a CAD dispatch message. The outputs shall be configured as normally open or normally closed contact closures. Additionally, the system shall easily expand the number of relay contacts. The vendor should explain how their system works with contacts, including quantity and expandability.
- 8.23. The System shall allow for control of overhead doors. The Vendor shall plan to interface overhead door controls into System.
- 8.24. Replace existing visitor doorbells and emergency phones at the station entrance to be integrated with recorded data for time and location with live voice connected and providing audio and lighting alerts in station while the operator (caller) will remain connected to SREC (dispatch) for answering.
- 8.25. The System should include provisions to display the dispatch information at the station. Devices to be used for display should include LED message signs, color indicator with at least eight color options that can be assigned to units to indicate units assigned to a dispatch, strobe lights for high volume areas, and CEC (consumer electronic control) and HDMI connections to allow displays on TVs, monitors, projectors, and video walls.
- 8.26. The System shall include weather/moisture resistant speakers in apparatus bay area in a quantity and configuration such that delivered audio quality meets an acceptable standard to which employees can respond to pages without having to seek other methods of knowing the location, units responding, type of event, etc. Vendor shall keep in mind that apparatus bays/areas are prone to echo thus requiring a higher quantity of speakers configured at lower volumes. Both Station 5 and 7 will need new speaker wires put in place to the apparatus bay due to low shielding in the present wires causing interference in the speakers currently in place.
- 8.27. The System shall include outdoor/weather-rated speakers as well as visual indicators around all sides of Fire Stations so that employees working outside of building are reasonably alerted to dispatches. Said audible speakers shall have volume controls which can be automatically adjusted by time of day so as to not cause discord in the neighborhoods.
- 8.28. The Vendor shall provide for a means to activate the FSA system, inside the fire station, within close proximity of the public entrance(s).

- 8.29. The System should have the ability to display alerting information such as assigned units, incident nature, street address, and unit status. Vendors should describe display capabilities and discuss what information is typically displayed, as well as what information might possibly be displayed. Discuss any limits on numbers, types, or sizes of displays.
- 8.30. The System should include multiple turnout timer capability, which will count up in one-second increments upon the receipt of a call. Vendor may propose to have this as a separate timer, or as an integral part of the display. Please indicate in the proposal the number of turnout timers that are supported.
- 8.31. Those timers shall interact with door beam sensor and/or apparatus presents detectors using radio RF or similar technology. Present detention status shall be delivered to log systems and information displays.
- 8.32. The System shall include lighting (modulating illumination) that is designed to have little impact on the building occupant's night vision when a call is received. This will include red LED lights in the ceiling in the dormitories that are bright enough to light the area around the member's bed and provide a safe amount of light to make their way to the apparatus bay.
- 8.33. The Vendor shall describe in detail, an option on a per dormitory basis, to include a user-selectable additional lighting option. This would be so that an employee, who chooses to have a brighter, more awakening lighting option, could activate said option to augment the red LEDs, if they feel that during times of deep sleep, they would otherwise miss alerts.
- 8.34. The System shall have the capability to alert authorized personnel using a mobile application that interfaces with customer's CAD system, enabling simultaneous alerts to smartphones or tablets. Alerts should include dispatch announcements using the same tones played in stations, administrative alerts, IT support notifications and application update notifications. The mobile application should also have the ability to show incident locations using the smartphone's built-in mapping capabilities, and to enable users to save and search prior notifications.
- 8.35. The System shall have the capability to remotely alert personnel by generating an alert that can send an email to server via SMTP or ESMTP. This email can be directed to a paging or cell phone system to deliver pages or SMS messages. Messages can be sent when specific Groups, Stations, or Units are alerted, or when configured key words are found in the dispatch message. Event messages are delivered when the event occurs and when the event clears.
- 8.36. The System shall be centrally managed. Both the Vendor, Owner, and the SREC's system specialists shall have full control access. Updates to station software shall be sent from the communications center.
- 8.37. Authorized administrators shall be able to control, configure, and update the System on any web-enabled device along with proper credentials to VPN into the domain.
- 8.38. Authorized users shall be able to access the System via web-enabled devices with proper credentials, in order to trigger manual alerts.
- 8.39. All components in this System shall be monitored for online and offline status. This includes all computers, network connections, audio amplifiers, and message display units.

- 8.40. The System shall be capable of remotely alerting support staff of critical events that occur within the alerting system via visual, email/pager, SMS text, or a smartphone app. Each method shall be individually enabled or disabled via a configuration application.
- 8.41. Error and status logs shall be generated for all traffic between the CAD system and any controllers, between any controllers and the fire stations, and between all network components in the fire stations. Error and status logs shall be available to the customer's system specialists via a log view application and automated external data interface.
- 8.42. Remote system monitoring from a client application residing on the network (and having appropriate permissions) shall be supported.
- 8.43. System status information shall be displayed in the PSAP on a dedicated workstation. Said workstation will be provided by the Vendor but will meet brand/model/specs of the Customer's desire.
- 8.44. Vendor will perform site cleanup, post cut-over, removing any old and/or unused hardware and wiring, as directed by the Department, and properly dispose of said items.
- 8.45. In all cases throughout this specification and request for proposal, any and all components needed to create a complete and full-functioning system must be included in the itemized pricing list. The intent of this document is not to list every possible component necessary, but to describe the basic scope and functionality needed. Vendors are expected to indicate and explain any listed components required to make their product function as requested.
- 8.46. Vendors are also encouraged to communicate any errors or omissions in this document that would cause the system to be "sub-standard" or lack capabilities typically found in such systems.

## **9. INSTALLATION OF SYSTEM.**

- 9.1. Department and SREC technical personnel will be present at each installation, system activation and cutover where required.
- 9.2. The Vendor shall provide a site visit by one of their engineers or system implementers prior to placing any equipment orders to ensure an understanding of what the Department is seeking to accomplish.
- 9.3. The servers provided as part of this fire station alerting system shall be provisioned with auto fail-over, in the event that the primary server fails (high availability). The Department prefers geographically disparate locations for said servers. The two (2) disparate locations will be designated by Department IT staff and will have fiber connectivity to all the other locations.
- 9.4. The Department's definition of full maintenance and support must include any and all parts, any on- or off-site labor, software and/or firmware upgrades to be provided by the Vendor. The first year of maintenance and support shall be included in the firm fixed price. By definition, the first year begins upon acceptance of the system by the Department.

## **10. TRAINING.**

- 10.1. Operator training shall be provided to the dispatchers and their supervisors. The training schedule shall be completed on site as coordinated with the SREC's Manager. Vendors should

describe their approach to provide the most effective training method/process that would allow dispatchers and supervisors to successfully operate the system.

- 10.2. System maintenance, programming and troubleshooting training shall be provided for the SREC and Department's technical support staff. This training should be factory-level training which enables SREC and Department staff to provide all levels of service and repair such that it meets all warranty and contract maintenance requirements. This will not replace a maintenance contract with the local vendor in the event SREC or Department staff are unavailable or unable to correct an issue or issues.

## **11. EQUIPMENT INSTALLATION LOCATIONS:**

- 11.1. **Station #1**, 10319 E. Sprague, Spokane Valley WA 99206
- 11.2. **Station #2**, 9111 E. Fredrick, Spokane Valley WA 99206
- 11.3. **Station #3**, 21300 E. County Vista, Liberty Lake WA 99019
- 11.4. **Station #4**, 22406 E. Wellesley, Otis Orchards WA 99027
- 11.5. **Station #5**, 15510 E. Marietta, Spokane Valley WA 99216
- 11.6. **Station #6**, 6306 E. Sprague, Spokane Valley WA 99212
- 11.7. **Station #7**, 1121 S. Evergreen, Spokane Valley WA 99216
- 11.8. **Station #8**, 2110 N. Wilbur, Spokane Valley WA 99206
- 11.9. **Station #9**, 12121 E. 32nd, Spokane Valley WA 99216
- 11.10. **Station #10**, 17217 E. Sprague, Greenacres WA 99016
- 11.11. **Administration**, 2120 N. Wilbur, Spokane Valley WA 99206
- 11.12. **Training Facility**, 2411 N Pioneer Ln., Spokane Valley WA 99216
- 11.13. **SREC**, 1620 N Rebecca, Spokane WA 99207

## **12. VENDOR PROPOSAL RESPONSE.**

- 12.1. Describe warranty provided as well as length of warranty.
- 12.2. Provide options and pricing for a geographically disparate server or core, to include both hardware and software.
- 12.3. Specify and their costs.
- 12.4. Specify the twenty-four (24) hours a day, seven (7) days a week software support capabilities.
- 12.5. Specify the twenty-four (24) hours a day, seven (7) days a week hardware support capabilities.
- 12.6. Specify the twenty-four (24) hours a day, seven (7) days a week technician response capabilities.
- 12.7. Provide the number of years that the Vendor has been in existence; describe the services the Vendor specialize in, and the primary markets served.

- 12.8. Describe the functions to be performed by each key personnel and identify the Vendor's Project Manager.
- 12.9. Provide resumes' describing the relevant experience on previous similar projects, qualifications, and other vital information of all key personnel and subcontractors who will be assigned to this project.
- 12.10. Provide detailed descriptions of three (3) contracts which the Vendor has either ongoing or completed within the past five (5) years that best demonstrate the Vendor's experience with services similar in scope to those requested herein. Where possible, list and describe those projects performed for government clients or similar size private entities.
- 12.11. Provide a specific response to each Scope of Work request.
- 12.12. The description should, at a minimum, identify for each contract:
  - 12.12.1. Client;
  - 12.12.2. Contract number and/or title;
  - 12.12.3. Total dollar value of the contract;
  - 12.12.4. Dates covering the term of the contract;
  - 12.12.5. Client contact person, title, email, and phone number;
  - 12.12.6. Statement of whether Vendor was the prime contractor or subcontractor;
  - 12.12.7. Description of technology/system implementation;
  - 12.12.8. Description of work; and
  - 12.12.9. Results of the project.

### **13. Contractor's Employees**

- 13.1.1. Any person making deliveries to or working on Department property must be identifiable by uniform, proper identification and a marked vehicle. The Contractor shall only furnish employees who are competent and skilled for work under the Contract.
  - 13.1.2. If, in the opinion of the Department, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on Department property, or is otherwise unsatisfactory, that employee shall be removed from all work under the Contract.
  - 13.1.3. The Department reserves the right to approve or disapprove of specific vendor employees from working on any site involved with this project.
- 13.2. DESCRIPTIVE LITERATURE. Vendor shall include the manufacturer's literature that describes the equipment to be furnished. Descriptive literature will be used in addition to specifications in determining award. However, if literature depicts something in conflict with

Department specifications, it is the Vendor's responsibility to make that clear, in writing, to the Department.

- 13.3. FURNISH AND INSTALL REQUIREMENTS. These Specifications may describe the various functions and types of work required to install the equipment purchased in conjunction with this Request for Proposal. Any technical omissions of functions or types of work within these specifications but obviously necessary for the proper completion of the Work shall not relieve the Contractor from furnishing, installing, or performing such work where required to the satisfactory completion of the project. The Contractor shall include all costs associated with installation in its price and shall not identify installation costs as a separate item.
- 13.4. PERMITS/LICENSES. Contractor is responsible for all permits and/or licenses to perform the duties of this contract.
  - 13.4.1. After the award of a contract, the Contractor will provide a list of each employee (including name and date of birth) who will be engaged onsite with the project so the criminal history check paid for by the Contractor may be completed at least one week prior to work commencing.
  - 13.4.2. If the individual has not been screened within the past twelve months, a criminal history check will be completed. If it is not possible to submit the name of the employee(s) prior to the day he or she reports for work, a criminal history check will be completed prior to the employee beginning work; however, the Department will not pay for the time that the employee waits for the criminal check to be completed.
  - 13.4.3. The Department reserves the right to prohibit the participation of any individual based on the results of the criminal history check. The Department will not pay for any service call that could not be completed due to the rejection of any employee, or for the time of any rejected employee.
  - 13.4.4. The Contractor will be charged for the criminal history check.
- 13.5. REGULATORY AGENCY COMPLIANCE. Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, Occupational Safety and Health Agency (OSHA), Environmental Protection Agency (EPA), Interstate Commerce Commission (ICC), Washington Department of Natural Resources (DNR), and Washington Department of Transportation (DOT). The Department expects that bidders will offer expertise on conformance of regulations applying to the products they sell. Failure to assist the Department in this area may be just cause for rejection.
- 13.6. Safety.
  - 13.6.1. Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the Contractor from damage, which might be done or caused by work performed under the Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor. The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. Contractor certifies that all

items or service delivered herein comply with all ANSI Standards and with the Federal Occupational Safety and Health Act of 1970, as applicable.

- 13.6.2. Contractor shall exercise the utmost care when working on Department property. The Contractor shall be responsible for and indemnify and hold the Department harmless from all damage to the facility that may occur during this project. Any damage that may occur shall be reported to the Department immediately. The Department may direct the Contractor to undertake immediate and reasonable steps to repair and remediate any damage. The Contractor shall maintain a written log describing all property damage reports, and the Contractor's activities to repair and remediate. This log shall include the dates for each damage report, pictures, contact information and resolution. If property damaged by the Contractor is not repaired or remediated in a timely basis as directed by the Department, and to the satisfaction of the Department, the Department may, at its option, have the damage repaired at the Contractor's expense to be reimbursed to the Department.
- 13.7. SERVICE MANUALS. Contractor shall furnish one (1) complete set of manuals (i.e., owners, parts, maintenance, and service) at the completion of the project. The Department will withhold payment for the equipment until the manuals are delivered as required by the specifications.
- 13.8. SUBCONTRACTS – ASSIGNMENTS. No part of this project will be subcontracted or assigned without prior written consent of the Department, excluding any emergency work. Any subcontractor or assignee must meet the same qualifications in their field as the prime Contractor. Contractor shall be responsible for any payments to subcontractors. Subcontractors must meet all requirements as specified in this contract (i.e., training, safety, insurance, etc.).
- 13.9. TOOLS AND EQUIPMENT. The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools, and all other items necessary for and incidental to executing and completing all required work. Contractor shall provide all required tools, equipment, consumable products and testing instruments needed for the job.
- 13.10. WASTE DISPOSAL – CLEAN-UP. Removal and off-site disposal of construction waste will be the responsibility of the Contractor and shall be included in the price. Debris and trash shall be removed at the end of each day's work. Upon completion, the work area shall be left clean of debris and trash associated with the work. There shall be no additional charges to the Department for removal and/or disposal of materials.
- 13.11. WORKMANSHIP, MATERIALS & EQUIPMENT. Unless otherwise provided in the contract requirements and specification, the Contractor shall furnish all labor, materials, and equipment for satisfactory contract performance. When not specifically identified in the specifications, such materials and equipment shall be of suitable type and grade for the purpose.
- 13.12. Provide as built site plans, logical diagrams, and documentation for each facility after the project has been completed.

#### **14. OTHER INFORMATION.**

- 14.1. EQUAL OPPORTUNITY EMPLOYMENT. The successful Vendor must comply with Washington State equal opportunity requirements. The Department is committed to a program

of equal employment opportunity regardless of race, color, creed, sex, age, national origin, or disability.

- 14.2. **INSURANCE REQUIREMENTS.** The selected Vendor shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks in a manner acceptable to the Department. Vendor shall be required to provide the Department with proof of insurance coverage and limits prior to execution of Agreement and may, but is not required, to include this information in its RFP.
- 14.3. **NON-ENDORSEMENT.** As a result of the selection of a vendor to supply services to the Department, the Vendor agrees to make no reference to the Department in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the Department.
- 14.4. **NON-COLLUSION.** Submittal and signature of a proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
- 14.5. **COMPLIANCE WITH LAWS AND REGULATIONS.** The Vendor that is retained to provide services to the Department under this RFP shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of all work performed. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

For additional information or explanation of the contents or intent of these specifications, please contact: \_\_\_\_\_.

**15. PUBLICATION.**

Name of Publication:

Date:

\_\_\_\_\_

\_\_\_\_\_

## **Exhibit 1 – Public Works Contract**

### **PUBLIC WORKS CONTRACT**

This Contract is entered into between Spokane Valley Fire Department, a municipal corporation, referred to as “Owner,” and \_\_\_\_\_ referred to as “Contractor.”

In consideration of the following terms and conditions and those contained in the documents incorporated by reference and made a part of this Contract, the parties agree as follows:

#### **1. THE PROJECT.**

- 1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the project entitled: Old Central Park Fire Station Upgrades Contract
- 1.2. The Project shall be performed in accordance with this Public Works Contract and the following Contract Documents; Owner Specifications as modified by Contractor in red **Exhibit 1**, Contractor’s Proposal, **Exhibit 2**, Performance Bond, **Exhibit 3**, Public Work Certifications, **Exhibit 4**, and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.
- 1.3. The Contract Documents shall be read together. Unless otherwise specified in this Agreement. In the event that any of the terms of Contract Documents conflict with each other, the following shall be the order of precedence: The terms of this Document entitled “Public Works Contract” shall take precedence over the terms of Exhibits 1, and 2. The terms of Exhibit 1 shall take precedence over the terms of Exhibit 2. Any conflicts in the contract documents shall be brought to the attention of the Owner.
- 1.4. The Contractor shall start work within 30 calendars days after the date of the written Notice to Proceed and be substantially completed within 395 calendar days and fully completed within an additional 90 calendar days. If the Project is not completed within the time specified, the Contractor agrees to pay to the Owner liquidated damages in accordance with the provisions contained in the Contract Documents. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the materials and for constructing and completing the Project provided for in this Contract, except for those noted in the specifications to be furnished by the Owner and installed by Contractor.
- 1.5. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in the Contract Documents and every part thereof, except as mentioned in the specifications to be furnished by the Owner.
- 1.6. Owner agrees to use its best efforts to allow Contractor full access and use of the premises as necessary for Contractor to perform the work required to complete the Project with minimal interruption or interference from Owner’s personnel and activities.
- 1.7. The Contractor shall guarantee the materials and work for a period of one year after completion of the Project.

- 1.8. The Contractor is responsible for complying with all Federal, State, and local regulations affecting the Project including but not limited to Chapter 70.86 RCW, Chapter 296-305 WAC and Chapter 294-24 WAC.

## **2. COMPENSATION.**

- 2.1. The Contractor shall provide monthly statements which shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the statement.
- 2.2. Statements received will be paid within thirty (30) days.
- 2.3. The Owner's representative shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of Contractor's statements and shall issue to the Owner certification for payment.
- 2.4. All progress payments shall be subject to withholding of the retained percentage as provided in Section 17.
- 2.5. Washington State Sales Tax shall be separately stated on each statement submitted by the Contractor.

## **3. CONTRACT SUM.**

- 3.1. The Owner shall pay the Contractor for the full performance of the Contract the sum of \$206,385.00 plus Washington State Sales Tax. This amount shall be paid through monthly statements as provided in Article 2.
- 3.2. Final payment constituting the entire unpaid balance of the Contract sum, subject to the withholding of retained percentage as provided in Section 17, shall be made by the Owner to the Contractor when:
  - 3.2.1. The Project has been completed and approved and accepted by the Owner.
  - 3.2.2. A final statement has been submitted to the Owner by the Contractor.

## **4. LIQUIDATED DAMAGES.**

- 4.1. If the Project is not completed within the specified time period, because of difficulty in computing the actual damages to the Owner arising from any delay in completing this Contract, it is determined in advance and agreed by the parties that the Contractor shall pay the Owner the amount of \$1000.00 per calendar day that the Project remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages that the Owner will suffer by failure of the Contractor to complete the Project within the agreed time period. The execution of this Contract shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the Owner will suffer actual damages in the above amount for each day during which the completion of the Project is delayed beyond the agreed completion date. In the event of construction delays beyond the control of the Contractor the completion date will be extended by an equivalent number of days provided that the Contractor notifies the Owner of the cause of the delay, in writing, within 24 hours of the beginning of the delay.

**5. SUBCONTRACTOR RESPONSIBILITY (RCW 39.06.020).**

- 5.1. The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of subcontractor's subcontracts adjusting only as necessary the terms used for the contracting parties. On request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that each subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- 5.2. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
  - 5.2.1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW;
  - 5.2.2. Have a current Washington State unified business identifier number;
  - 5.2.3. Have industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW; an employment security Department number as required in Title 50 RCW; a state excise tax registration number as required in Title 82 RCW; an electrical contractor license, if required by Chapter 19.28 RCW; an elevator contractor license, if required by Chapter 70.87 RCW;
  - 5.2.4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); and
  - 5.2.5. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

**6. BOND.**

- 6.1. Contractor shall provide a performance and payment bond to the Owner in accordance with RCW 39.08.010. Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to Owner in a form substantially in compliance with the form included as Exhibit 3.

**7. INDEMNIFICATION AND HOLD HARMLESS.**

- 7.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees and agents harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work.

- 7.2. Should a court of competent jurisdiction determine that this Contract 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 Owner, its members, officers, employees and agents, 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 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.
- 7.3. In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees, and volunteers, the Contractor shall pay the same.

## **8. INSURANCE.**

- 8.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-VII or higher in the A.M. Best's Key Rating Guide. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- 8.2. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated in Section 8.3.
- 8.3. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims-made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Owner with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.
- 8.4. The Contractor's Automobile Liability, Commercial General Liability, and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Owner. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.
- 8.5. The Contractor and the Owner waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by 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.
- 8.6. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion,

procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.

- 8.7. The Contractor's maintenance of insurance, its scope of coverage, and coverage limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- 8.8. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation within two business days of their receipt of such notice.
- 8.9. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
- 8.10. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract, and no additional payment will be made.
- 8.11. All insurance policies, with the exception of Workers' Compensation, shall name the following listed entities as additional insured(s):
  - 8.11.1. The Owner and its officers, elected officials, employees, agents, and volunteers;
  - 8.11.2. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.
- 8.12. The Contractor shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Owner a copy of the builder's risk insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this project. Upon request by the Owner, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.
- 8.13. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Owner is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

## 9. TYPES OF INSURANCE REQUIREMENTS

- 9.1. The Contractor's required insurance shall be of the types and coverage as stated below:
- 9.1.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- 9.1.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Owner shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Owner using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- 9.1.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

## 10. MINIMUM AMOUNTS OF INSURANCE

- 10.1. The Contractor shall maintain the following insurance limits:
- 10.1.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 10.1.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- 10.1.3. If the Contractor maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Owner evidence limits of liability lower than those maintained by the Contractor.

## 11. CHANGE ORDERS

- 11.1. The Owner reserves the right to make, at any time during the Project, such changes in quantities and such alterations in the Project as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. Among others, these changes and alterations may include:
  - 11.1.1. Deleting any part of the Project;
  - 11.1.2. Increasing or decreasing quantities;
  - 11.1.3. Altering specifications, designs, or both;
  - 11.1.4. Altering the way the Project is to be done;
  - 11.1.5. Adding new work to the Project;
  - 11.1.6. Altering facilities, equipment, materials, services, or sites, provided by the Owner; or
  - 11.1.7. Ordering the Contractor to speed up or delay the Project.
- 11.2. The Owner will issue a written change order for any change. If the alterations or changes in quantities significantly change the character of the Project under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Owner may determine to be fair and equitable.
- 11.3. The Contractor shall proceed with the work upon receiving a written change order approved by the Owner.
- 11.4. The Contractor accepts all requirements of a change order by:
  - 11.4.1. endorsing it,
  - 11.4.2. writing a separate acceptance, or
  - 11.4.3. not protesting in the way this section provides.
- 11.5. A change order that is not protested as provided in this section shall be full payment and final settlement of all claims for contract time and for all costs of any kind, including costs of delays, related to any work either covered or affected by the change. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the Owner any written or oral order (including directions, instructions, interpretations, and determinations). By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work.
- 11.6. The Contractor may protest change orders or other claims as provided below:

- 11.6.1. If the Contractor is in disagreement with anything required in a change order or another written order from the Owner, including any direction, instruction, interpretation, or determination by the Owner, the Contractor shall:
- 11.6.2. Immediately give a signed written notice of protest to the Owner before doing the work specified in the change order or within 14 calendar days of the occurrence of an event or events giving rise to a claim, or within 14 calendar days of the date the Contractor knew or should have known of the facts or events giving rise to a claim, whichever occurs first;
- 11.6.3. Supplement the written protest within 15 calendar days with a written statement providing the following:
  - a) The date of the protested order or claim;
  - b) The nature and circumstances which caused the protest or claim;
  - c) The contract provisions that support the protest or claim;
  - d) The estimated dollar cost, if any, of the protested or claimed work and how that estimate was determined; and
  - e) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- 11.7. If the protest is continuing, the information required above, shall be supplemented as requested by the Owner. In addition, the Contractor shall provide the Owner, before final payment, a written statement of the actual adjustment requested. Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Owner access to these, and any other records needed for evaluating the protest as determined by the Owner. The Owner will evaluate all protests provided the procedures in this section are followed. If the Owner determines that a protest is valid, the Owner will adjust payment for work or time. No adjustment will be made for an invalid protest.
- 11.8. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF PROTEST OR CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY PROTEST OR CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THE UNDERLYING CHANGE ORDER OR CLAIM OR CAUSED BY THAT DELAY.
- 11.9. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the Owner orders.

## **12. CLAIMS.**

- 12.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) 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 Section 11.6 regarding protests.

- 12.2. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.
- 12.3. 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.

### **13. TERMINATION.**

- 13.1. If Contractor breaches any of its obligations under this Contract and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.
- 13.2. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.

### **14. CONTRACTOR RECORDS**

- 14.1. Contractor agrees to make all project related books and records available to the Owner for inspection, review, photocopying and audit in the event of a Contract related dispute, claim, modification, or other Contract related action at reasonable times and at places designated by the Owner.

### **15. DEFECTIVE OR UNAUTHORIZED WORK.**

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

### **16. PREVAILING WAGES.**

- 16.1. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the Project must be posted on the Project site. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years and is not prohibited from bidding on public

works contract. The Contractor further certifies that it will use no sub-contractor that is prohibited.

- 16.2. Prevailing Wages for the county in which the Project is located can be found at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/IsPrevWageJob/default.asp>

## **17. RETAINAGE.**

- 17.1. Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment to
- 17.1.1. the State with respect to taxes imposed pursuant to Title 82 RCW, and
  - 17.1.2. any person's claims arising under the Contract.
- 17.2. Monies retained under this Section shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28.
- 17.3. The Contractor agrees to notify Owner within five (5) days of the receipt of any of the following:
- 17.3.1. Notification that a lien may be claimed by any person, firm, or corporation furnishing materials, supplies or equipment to any subcontractor for work on the project in accordance with RCW 60.28.015.
  - 17.3.2. Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.
  - 17.3.3. The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.
  - 17.3.4. In the event the retainage is insufficient to cover payment of the items set forth in Section 17.2 Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.

## **18. PROJECT SAFETY.**

- 18.1. The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work to complete the Project. The services of Owner's employees or the Owner's agents or Consultant's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
- 18.2. Contractor is responsible for locating any underground utilities affected by the Project and is deemed to be an excavator for purposes of chapter 19.122 RCW. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities. Contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and

Health Act. The Contractor shall be responsible to notify, pay for and coordinate Contractor's work with One Call service at 509-456-8000.

- 18.3. All work shall be performed to comply with all county, state, and federal safety regulations. Barricades, signs, guards, and warning lights shall be installed around the construction site necessary to protect persons from injury. Security fencing is required until the project site is secure, and all openings are lockable.

## **19. DISPUTE RESOLUTION**

- 19.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days of a party notifying the other parties in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 19.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in the county in which the Project is located, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with all participating parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.
- 19.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Superior Court of the County in which the Project is located. The court shall determine all questions of law and fact without empaneling a jury for any purpose.
- 19.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive, and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application, or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.
- 19.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

## **20. SUSPENSION OF THE WORK**

- 20.1. The Owner may, at any time suspend the Project, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor within fourteen (14) calendar days after the date fixed in the written notice from the Owner to the Contractor to do

so. The Owner shall not reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

- 20.2. Suspension of the Project by the Owner shall not furnish any ground for claim by the Contractor for damages or extra compensation, but the period of such suspensions shall be taken into consideration in determining the revised date for completion as hereinafter provided. The Contractor shall not suspend work under the contract without the written order of the Owner as stated in the preceding paragraph. The Contractor will be required to work a sufficient number of hours per day in order to complete the project within the days specified. The Owner shall determine the question as to the necessity of discounting any portion of the Project by reason of unfavorable weather conditions.
- 20.3. Upon failure of the Contractor to carry out the orders of the Owner or to perform work under the contract in accordance with its provisions, the Owner may suspend the work for such period, as Owner deems necessary. Time lost by reason of such failure or in replacing improper work or materials shall not furnish any ground to the Contractor for claiming an extension of time or extra compensation and shall not release the Contractor from damages of liability from failure to complete the work within the time prescribed.

## **21. USE OF COMPLETED PORTION OF PROJECT**

- 21.1. The Owner shall have the right to take possession of and use any completed or partially completed portions of the Project, notwithstanding that the time may not have expired for completing the entire Project. Such taking possession and use shall not be deemed to be completion of the contract in respect to such work nor shall the same be deemed to be any acceptance of any work not completed in accordance with the Contract Documents.

## **22. AUTHORITY OF OWNER'S CONSULTANT**

- 22.1. The Owner may designate an Architect, Engineer, or other consultant as the Owner's Consultant at any time under this Contract. In the event the Owner designates such a Consultant, the Consultant shall have the following express authority plus any additional authority granted by the Owner in writing during the performance of this Agreement by Contractor:
- 22.1.1. The Consultant shall act as advisor and Consultant to the Owner in matters relating to the contract administration and interpretation; PROVIDED, HOWEVER, nothing contained herein or elsewhere in the Contract Documents shall be construed as requiring the Consultant to direct the method or manner of performing any work by the Contractor under this contract.
- 22.1.2. It is understood and agreed by and between the parties hereto that the Project included in the contract is to be done to the complete satisfaction of the Owner and Consultant and that the decision of the Owner and Consultant as to the true construction and meaning of the contract, plans, specifications and estimates and as to all questions arising as to proper performance of the work to complete the Project shall be final. The Consultant shall determine the unit quantities and the classifications of all work done and material furnished under the provisions of this agreement and Consultant's determination thereof shall be final and conclusive and binding upon the Contractor.

- 22.1.3. The Consultant shall decide any and all questions that may arise as to the quality or acceptability, materials furnished, and work performed, and as to the rate of progress of the Project, and questions as to acceptable fulfillment and performance of the contract on the part of the Contractor and as to compensation. The decision of the Consultant in such matters shall be final. The Consultant may direct the sequence of conducting work when it is in locations where the Owner is doing work either by contract or by its own forces, or where such other works may be affected by the contract, in order that conflict may be avoided and the work under these specifications be harmonized with that under other contracts, or with specifications be harmonized with that under other contracts, or with other work being done in connection with, or growing out of, operations of the Owner. Nothing herein contained, however, shall be taken to relieve the Contractor of any of its obligations of liabilities under the contract.
- 22.1.4. The Consultant shall not have authority to waive the obligation of the Contractor to perform the Project work in accordance with the Contract Documents. Failure or omission on the part of the Consultant to condemn unsuitable, inferior, or defective work and /or labor and material or equipment furnished under the contract shall not release the Contractor or Contractor's bond from performing the Project in accordance with the Contract Documents.
- 22.1.5. DETERMINATION OF "OR EQUAL." The Consultant will be the sole judge in the question of "or equal" of any supplies of materials proposed by the Contractor. The Contractor shall pay to the Owner the cost of test and evaluations by the Consultant to determine acceptability of alternates proposed by the Contractor, in accordance with the established rates of the Consultant for time and expense, the total cost of which may be offset by the Owner against the contract price.
- 22.1.6. INSPECTION OF WORK AND MATERIALS. The Consultant will make periodic visits to the job to familiarize Consultant generally with the progress and quality of the Contractor's work. The Consultant will carry out reasonable inspections of the work to determine if it is proceeding in accordance with the Contract Documents.
- 22.1.7. The Consultant shall, at all times, have access to the Project to observe the progress and quality wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for necessary inspection and testing. If any work should be covered up without approval or consent of the Consultant, it must, if required by the Owner, be uncovered for inspection at the Contractor's expense. After inspection, the Owner may order a re-examination of questioned work, and if so ordered, the Contractor shall uncover the work. If such work is found by the Consultant to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

## **23. PLANS AND WORKING DRAWINGS**

- 23.1. Upon receipt of award of contract, the Contractor shall carefully study and compare all drawings, specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the Owner any error, inconsistency, or omission in respect

to design, mode of construction or cost which Contractor may discover. If the Contractor, in the course of this study or in the accomplishment of the Project, finds any discrepancy between the drawings and the physical condition of the locality as represented in the drawings, or any such errors or omissions in respect to design, mode of construction or cost in the drawings or in the layout as given by points and instructions, it shall be Contractor's duty to inform the Owner immediately in writing. Any work done after such discovery, until correction of drawings or authorization of extra work is given, if the Owner finds that extra work is involved, will be done at the Contractor's risk. If extra work is involved, the procedure shall be as provided in changes in the Project.

- 23.2. CONFORMITY WITH AND DEVIATIONS FROM PLANS AND STAKES. The Contractor shall preserve benchmarks, reference points and stakes, and in case of destruction or removal thereof for any reason, the Contractor is responsible for the resulting cost for replacement and shall be responsible for any mistakes and loss or damage arising therefrom which may be caused by absence, destruction, removal, or disturbance thereof.

## **24. FINAL ACCEPTANCE**

- 24.1. All material and completed work are subject to final inspection by the Owner.
- 24.2. COMPLETION AND/OR CORRECTION OF WORK AND REMEDIES BEFORE FINAL PAYMENT. If the Contractor should neglect to prosecute the work properly and/or fail to perform any provision of this contract, the Owner after seven (7) calendar days' written notice to the Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies, and deduct the cost thereof from payments then or thereafter due the Contractor.
- 24.3. The Contractor shall promptly remove from the construction site all materials condemned by the Owner as failing to conform to the contract, whether incorporated in the Project or not; and the Contractor shall promptly replace and re-execute the work in accordance with the intent of the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within the period herein above described, the Owner may remove and store any such material at the expense of the Contractor. If the Contractor does not pay the cost of such removal within ten (10) calendar days from the date the notice to the Contractor of the fact of such removal, the Owner may, upon an additional ten (10) calendar days' written notice, sell such materials at public or private sale, and deduct all costs and expenses incurred, including costs of sale, accounting to the Contractor for the net proceeds remaining, and the Owner may bid at any such sale. The Contractor shall be liable to the Owner for the amount of any deficiency from any funds otherwise due the Contractor.
- 24.4. The Contractor shall bear the risk of loss or damage for all finished or partially finished work until the Owner finally accepts the entire contract.

## **25. SUPERINTENDENT AND SUPERVISION**

- 25.1. The Contractor shall keep on the construction site during progress of the Project a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The superintendent

shall represent the Contractor in Contractor's absence and all directions given to the superintendent shall be as binding as though given to the Contractor. Instructions to the Contractor shall be confirmed in writing upon Contractor's request in each case. The Contractor shall give efficient supervision to the Project, using Contractor's best skill and attention.

## **26. SEPARATE CONTRACT -INTERFERENCE WITH OTHER CONTRACTORS**

- 26.1. The Owner reserves the right to perform work with its own forces or to let other contracts for work under similar general conditions in connection with this project, of which the work is awarded to one or more contractors under separate contract is a part. The Contractor shall afford the Owner and other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their respective work and shall properly connect and coordinate Contractor's work with theirs.

## **27. GENERAL CONTRACTOR RESPONSIBILITIES**

- 27.1. Permits, permission under franchises, licenses, and bonds of a temporary nature necessary for and during the prosecution of the Project, and inspection fees in connection therewith shall be secured and paid for by the Contractor. Where the Owner is required to secure such permits, permission under franchises, licenses and bonds against the Contractor the Owner may offset the costs incurred against the contract price.
- 27.2. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work required by the Contract Documents. If the Contractor observes that the Contract Documents, or any part thereof, are inconsistent or at variance therewith, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be made as provided in the contract for changes in Project. If the Contractor performs any work contrary to such laws, ordinances, rules, and regulations or prior to obtaining permits, permission under franchises, licenses and/or bonds as required to be furnished by or obtained by the Owner, Contractor does so at Contractor's own risk and without payment or reimbursement from Owner unless Owner shall have given written approval thereof to the Contractor.
- 27.3. The Contractor shall continuously maintain adequate protection of the Project from damage and shall protect the Owner's property from injury or loss arising in connection with or during the existence of this contract. Contractor shall make good any such damage, injury or loss, except such as may be directed due to errors in the Contract Documents or caused by agents or employees of the Owner. Contractor shall adequately protect adjacent property from loss or damage occasioned by performance of the work. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

## **28. WARRANTY.**

- 28.1. Upon acceptance of the contract work, contractor must provide the Owner a one-year warranty bond in a form and amount acceptable to the Owner. The contractor shall correct all defects in workmanship and materials within one (1) year from the date of the Owner's acceptance of the contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the

warranty for that portion of the Project shall extend for one (1) year from the date such correction is completed and accepted by the Owner. The contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the Owner of the defect. If the contractor does not accomplish the corrections within a reasonable time as determined by the Owner, the Owner may complete the corrections and the contractor shall pay all costs incurred by the Owner in order to accomplish the correction.

## **29. LIMITATION OF ACTIONS.**

- 29.1. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

## **30. MISCELLANEOUS PROVISIONS**

- 30.1. INDEPENDENT CONTRACTOR. The parties intend that the Contract document will create an independent contractor relationship.
- 30.2. NONDISCRIMINATION. In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 30.3. COMPLIANCE WITH LAWS. Contractor shall comply with all federal, state, and local laws, rules and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by the Contract Documents or accruing out of the performance of those operations.
- 30.4. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Project. All work shall be done at Contractor's own risk, and 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 Project.
- 30.5. NONWAIVER OF BREACH. The failure of the Owner to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.
- 30.6. GOVERNING LAW. The Contract Documents shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Owner and Contractor under any of the provisions of the Contract Documents, resolution of that dispute shall be available only through the jurisdiction, venue, and rules of the Superior Court of the County in which the Project is located.
- 30.7. WRITTEN NOTICE. All communications regarding the contract shall be sent to the parties at the addresses listed on the signature page of the contract, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event 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 the contract.

- 30.8. ASSIGNMENT. Any assignment of this contract by the Contractor without the written consent of the Owner shall be void.
- 30.9. MODIFICATION. No waiver, alteration, or modification of any of the provisions of the Contract Documents shall be binding unless in writing and signed by a duly authorized representative of the Owner and Contractor.
- 30.10. SEVERABILITY. If any one or more sections, sub-sections, or sentences of the contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of the contract and the remainder shall remain in full force and effect.
- 30.11. ENTIRE AGREEMENT. The written provisions and terms of the Contract Documents, which include these General Conditions as well as the mechanical, electrical, and structural consultants' specifications, provisions, and plans, together with any attached exhibits, supersede all prior verbal statements by any representative of the Owner, and those statements shall not be construed as forming a part of or altering in any manner the Contract Documents. The Contract Documents and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to the Contract Documents conflict with any language contained in the Contract Documents, the terms of the Contract Documents shall prevail.

Owner

Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_

Contractor Reg. No. \_\_\_\_\_

UBI Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **EXHIBIT 2 - CONTRACTORS PROPOSAL**



	1. Name of Principal and Title	Phone No.	Signature	L.S. (Corporate Seal)
	2.			
Surety A	Name and Address		Liability Limit	L.S. (Corporate Seal)
	1. Name and Title (Attorney in Fact)	Phone No.	Signature	
	2. Name and Title (Resident Agent)	Phone No.	Signature	
Surety B	Name and Address		Liability Limit	L.S. (Corporate Seal)
	1. Name and Title (Attorney in Fact)	Phone No.	Signature	
	2. Name and Title (Resident Agent)	Phone No.	Signature	
		Phone No.	Signature	

**EXHIBIT 4**  
**Public Work Certifications**

I, the undersigned, having duly sworn, deposed, say, and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein, is true to my knowledge and belief.

I, the undersigned, hereby certify that, within the three-year period immediately preceding the bid solicitation date, the undersigned is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I, the undersigned, hereby certify that I am in compliance with the Washington State Department of Labor and Industries Contractor Training Requirement established by RCW 34.04.350, or am exempt from such requirements

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official\*

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

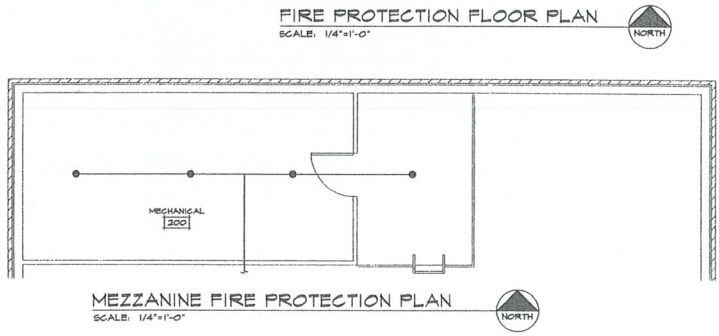
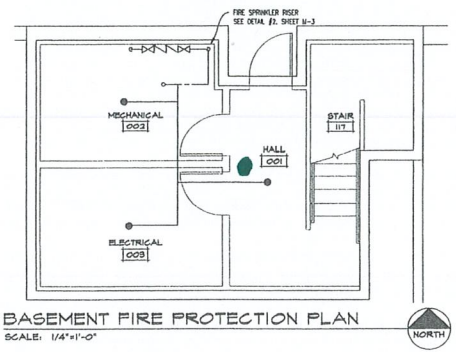
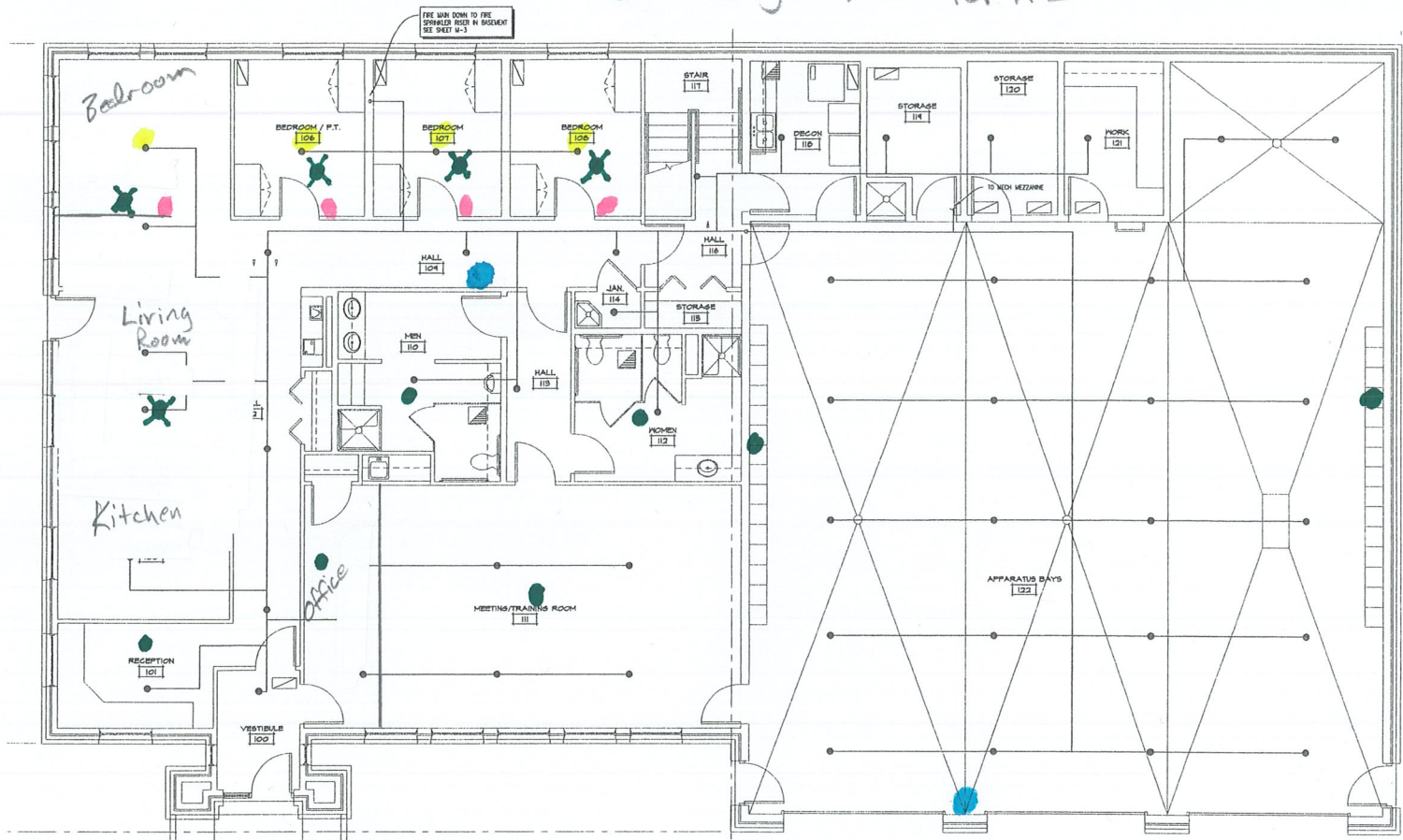
\_\_\_\_\_  
State

- Standard Speaker X9
- ✕ Modulated Speaker X12
- Modulated Light X11
- Monitoring Switch X11
- Message Monitor X7



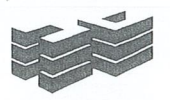
Station 1

- Standard Speaker X9
- Modulated Light X4
- ✕ Modulated Speaker X5
- Monitoring Switch X4
- Message Monitor X2



**FIRE PROTECTION FLOOR PLAN**  
SCALE: 1/4"=1'-0"

- GENERAL NOTES**
- 1 THIS PLAN IS A REPRESENTATION OF THE GENERAL PIPING AND SPRINKLER HEAD LOCATIONS. FINAL QUANTITIES AND EXACT LOCATIONS OF SPRINKLER HEADS TO BE DETERMINED BY THE SPRINKLER CONTRACTOR. SPRINKLER SYSTEM SHALL INCLUDE HEADS LOCATED IN THE BASEMENT AND GRY SYSTEM FOR BUILDING ATTIC.
  - 2 CONTRACTOR SHALL PROVIDE A COMPLETE FIRE SPRINKLER SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE DESIGN OF THE SPRINKLER SYSTEM INCLUDING HYDRAULIC CALCULATIONS. THE SPRINKLER SYSTEM SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE UBC AND NFPA CODE.
  - 3 SEE SPECIFICATION SECTION 15300 FOR ALL DETAILS AND REQUIREMENTS. SPRINKLER SYSTEM TO BE DESIGNED AROUND NFPA 13.
  - 4 FIRE SPRINKLER HEADS ARE TO BE LOCATED IN THE CENTER OF THE CEILING TILE. COORDINATE WITH ARCHITECTURAL REFLECTED CEILING PLAN, OFFICES LOCATIONS AND LIGHT LOCATIONS.
  - 5 COORDINATE PIPING RUN LOCATION AND INSTALLATION HEIGHT WITH MECHANICAL AND PLUMBING CONTRACTORS PRIOR TO INSTALLATION.



Denny Christenson  
& Associates  
Architects & Interiors  
1614 W. Riverside Ave.  
Suite #106  
Spokane, WA 99201  
509-744-0979



Revisions	Description	Date

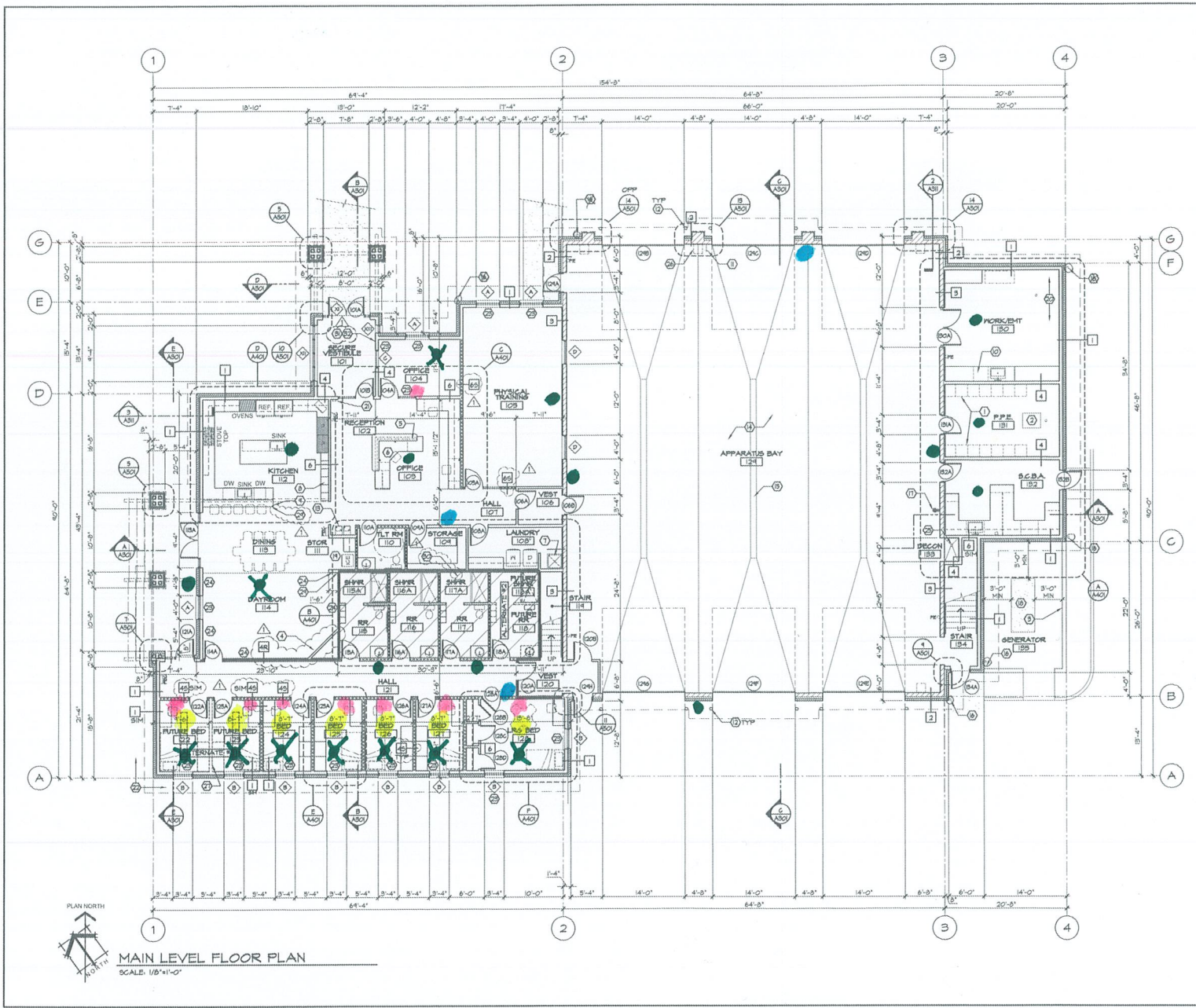
**MILLWOOD FIRE STATION**  
9111 E. FREDERICK  
SPOKANE, WASHINGTON 99206

**FIRE PROTECTION PLAN**

Drawn by: CEP  
Date: 04/02/06  
Checked by: AL  
Project No.: 0147  
Sheet #: 117  
of

Station 2

- Standard Speaker X12
- Modulated Light X7
- ✕ Modulated Speaker X9
- Monitoring Switch X8
- Message Monitor X3



MAIN LEVEL FLOOR PLAN  
SCALE: 1/8"=1'-0"

**GENERAL NOTES**

- FIELD VERIFY ALL DIMENSIONS & CONDITIONS PRIOR TO STARTING WORK AND NOTIFY ARCHITECT OF ANY DISCREPANCIES DISCOVERED.
- PERFORM ALL WORK IN COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS.
- PROVIDE SOLID BLOCKING AS REQUIRED TO SUPPORT CABINETS AND EQUIPMENT.
- PROVIDE SAFETY SLAZES AT ALL HAZARDOUS LOCATIONS PER SECTION 2409 OF THE ADOPTED IBC.
- MAINTAIN LEGAL EXITWAYS DURING CONSTRUCTION.
- SEE SHEET A501 FOR WALLTYPES

**KEYED NOTES**

- RELOCATED LOCKERS FROM EXISTING STATION #3 - CONTRACTOR TO REMOVE FROM CURRENT LOCATION AND REINSTALL IN DESIGNATED CONFIGURATION
- EXTRACTOR O.C.I. - SEE MECH AND ELEC PLANS FOR COORDINATION
- PARTIAL HEIGHT MASONRY SCREEN WALL AT GENSET AREA - SEE EXTERIOR ELEVATIONS
- MEDIA WALL - SEE ELECTRICAL PLANS
- RECEPTION COUNTER WITH RAISED CUSTOMER COUNTER AND LOWER ADA ACCESS
- WORKSTATION - TYP OF 3
- FLOOR MOUNT JANITOR SINK
- FOOD LOCKERS - SEE INTERIOR ELEVATIONS
- RAISED EATING BAR - SEE INTERIOR ELEVATIONS
- STAINLESS STEEL TOP - SEE INTERIOR ELEVATION
- 1 1/2" DIA. WATER SERVICE FOR TRUCK FILL
- STEEL BOLLARD WITH PVC CAP AND COVER - GROUT SOLID
- ADA ACCESSIBLE HI-LO WATER COOLER W/BOTTLE FILL
- HEAVY DUTY CONG SLAB AT APPARATUS BAY
- TRENCH DRAIN - SLOPE SLAB TO DRAIN (TYP OF 2)
- DOWNSPOUT LOCATION
- 3 PHASE OUTLET FOR PORTABLE COMPRESSOR - SEE ELECTRICAL PLANS
- GENERATOR ENCLOSURE - PROVIDE GRAVEL MULCH FINISH AND RAISED CONG GENERATOR PAD PER MFR - SEE ELECTRICAL PLANS
- ICE MACHINE - SEE A401 & MECH. PLANS
- WATER/FIRE SERVICES - SEE MECHANICAL PLANS
- FIRE ANNUNCIATOR PANEL - COORD WITH AHJ
- SEE EXTERIOR ELEVATIONS FOR BERMED AREAS
- WINDOW BLINDS (WB-1), INSIDE MOUNT
- LAMINATE MAINSCOT PLAM-3, WITH STAINED MAPLE TRIM & TOP, BOTTOM & SEAMS STAIN TO MATCH ARCHITECT SAMPLE, TO 42" AFF
- MIDSET TILE DECON SHOWER WITH TILE FLOOR AND FULL TILE FINISH ON ALL WALLS AND GLASS SLOPE FLOOR TO DRAIN - SEE MECH PLANS
- WALL MOUNTED HOSE REEL - SEE MECH PLANS (TYP OF 4)
- FUTURE WALL TYPE 4 TO BE INCLUDED AS PART OF ALTERNATE #2
- SOLID SURFACE INSET AT SINK OPENINGS. MOUNT SINK TO UNDERGIRD OF SOLID SURFACE COUNTERTOP AND MOUNT FAUCET TO COUNTERTOP OR WALL
- END LAMINATE MAINSCOT AT INSIDE CORNER
- HATCHED AREA INDICATES RATED FLOOR/CEILING ASSEMBLY - SEE SHEET A401
- CONTRACTOR SHALL REMOVE THREE (3) EXISTING DEDICATION PLAQUES FROM THE EXISTING FIRE STATION #3 LOCATED AT N. 2216 HANFORD ROAD AND REINSTALL THEM AS DIRECTED BY OWNER IN THE NEW FACILITY. PATCH AND REPAIR EXISTING WALLS TO PLASTER FINISH WHERE PLAQUES ARE REMOVED - NO PAINTING REQUIRED
- PROVIDE NEW CAST BRONZE PLAQUE PER A4001 AND SPECIFIED IN SECTION 10416. LOCATE AS DIRECTED BY OWNER

**CONFIRMED SET**

ZBA ARCHITECTURE  
433 W. BROADWAY, SUITE 450  
SPokane, WA 99201  
P: 509.455.8236  
Copyright © 2016 ZBA Architecture, Inc. All Rights Reserved.

NO.	DATE	BY

PROJECT TITLE  
SPokane Valley Fire Dept.  
STATION No. 3

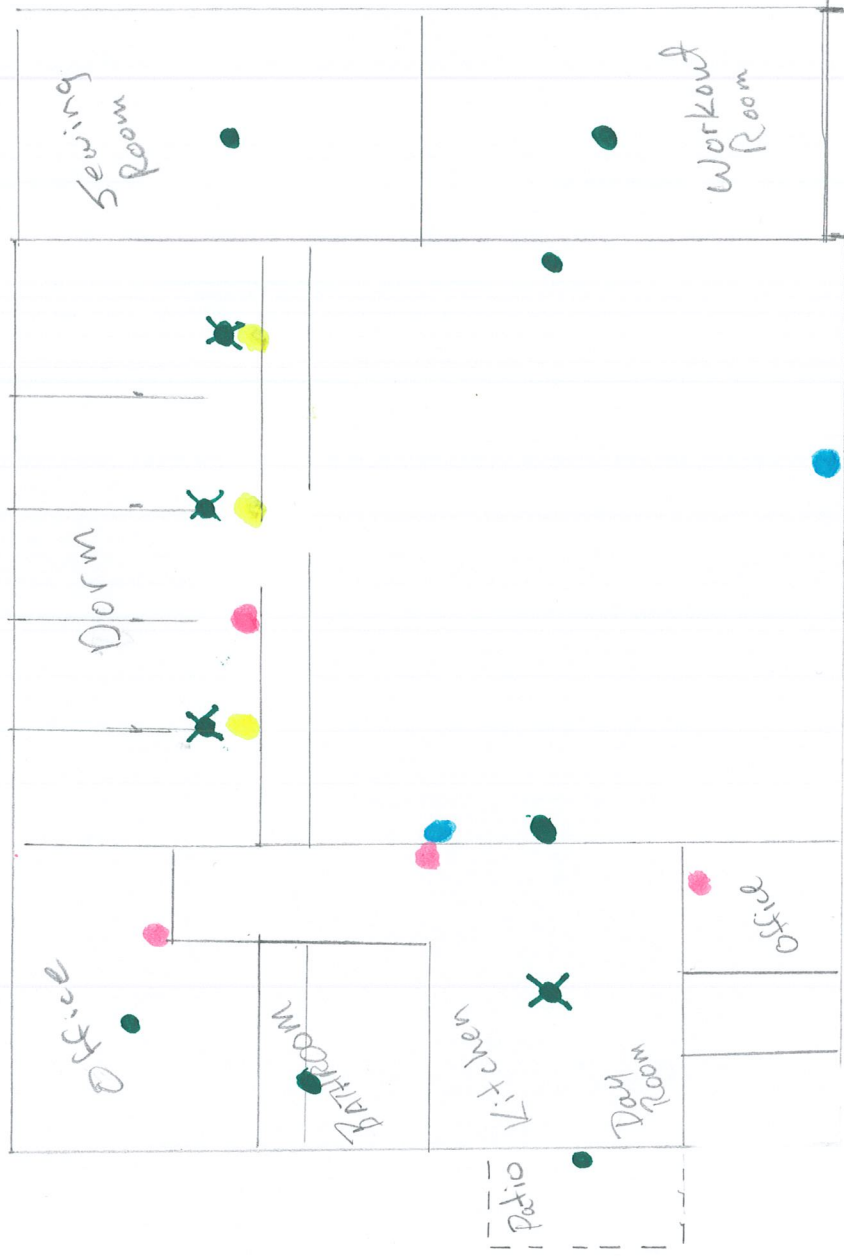
2800 E. COUNTRY VISTA DRIVE, LIBERTY LAKE, WA

PROJECT NO. 1924.04  
DRAWN: TWS  
CHECKED: MAF  
DATE: 9/17/17  
DRAWING NO. A101

**A101**

Station 3

- Standard Speaker X7
- ✕ Modulated Speaker X4
- Modulated Light X3
- Monitoring Switch X4
- Message Monitor X2



Station 4



- Standard Speaker X9
- ✕ Modulated Speaker X9

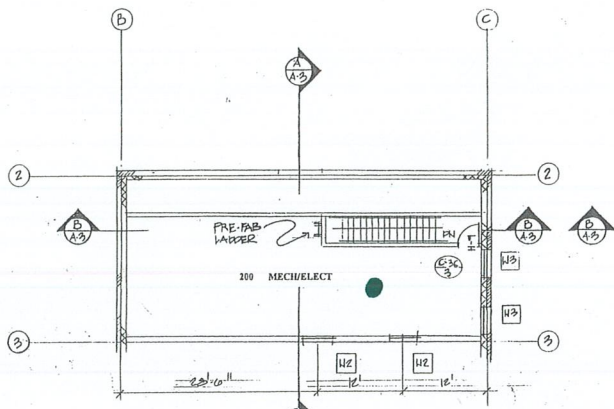
- Modulated Light X8
- Monitoring Switch X8
- Message Monitor X3



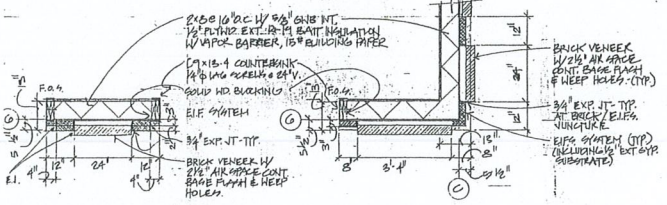
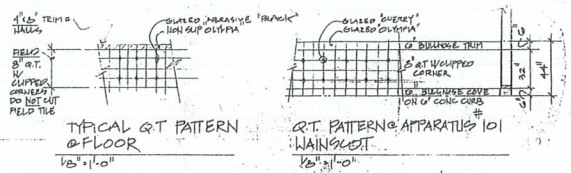
Station 6

- Standard Speaker X8
- ✕ Modulated Speaker X4

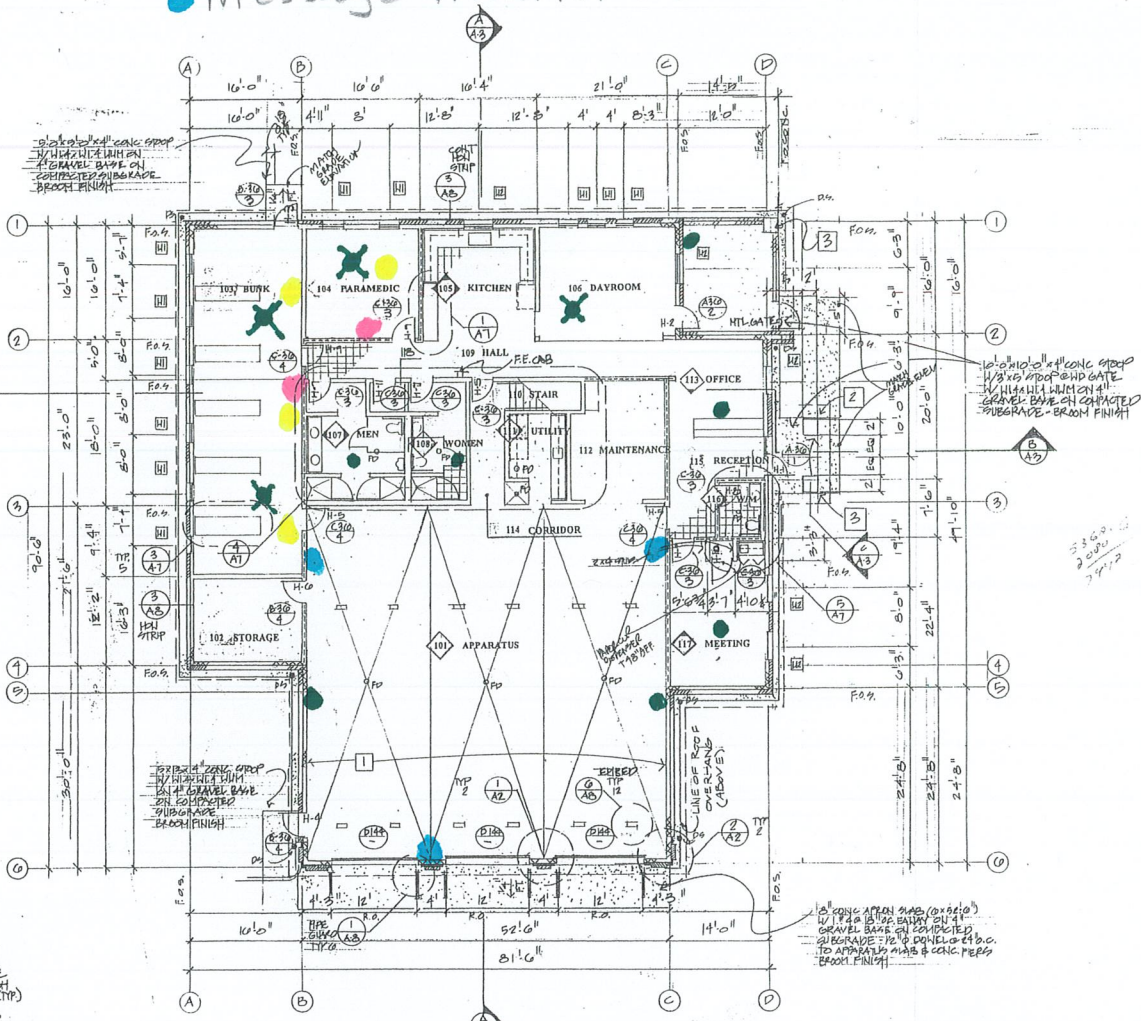
- Modulated Light X4
- Monitoring Switch X2
- Message Monitor X3



**SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



**1 INTERMEDIATE PIER PLAN** SCALE: 1/2" = 1'-0"  
**2 CORNER PIER PLAN** SCALE: 1/2" = 1'-0"



**STATION #7 FLOOR PLAN**  
SCALE: 1/8" = 1'-0" NORTH

**WALL LEGEND**

- 2x6 @ 16" O.C. W/ R-19 BATT INSULATION, VAPOR BARRIER, 2x4 @ 16" O.C. W/ 1/2" EIFS AND BRICK VENEER EXTERIOR.
  - 2x6 @ 16" O.C. W/ 2x4 @ 16" O.C. BATT INSULATION, VAPOR BARRIER, 2x4 @ 16" O.C. W/ 1/2" EIFS AND BRICK VENEER EXTERIOR.
  - 2x6 @ 16" O.C. W/ 2x4 @ 16" O.C. BATT INSULATION, VAPOR BARRIER, 2x4 @ 16" O.C. W/ 1/2" EIFS AND BRICK VENEER EXTERIOR.
  - 2x6 @ 16" O.C. W/ 2x4 @ 16" O.C. BATT INSULATION, VAPOR BARRIER, 2x4 @ 16" O.C. W/ 1/2" EIFS AND BRICK VENEER EXTERIOR.
- \* REFER TO STRUCTURAL DRAWINGS, WALL 204 OR 205 REFER TO ROOM FINISH SCHEDULE FOR WALL TO RECEIVE W/1/GILD. OR GRANGE TILE
- (C) WITH RE-REINFORCED BRICK WALL

PROJECT NAME: **Spokane Valley Fire Protection District No. 1 Proposed Fire Station No. 7**

PASOLD ARCHITECTS, AIA  
ARCHITECTURE  
INTERIOR DESIGN  
CONSULTING SERVICES  
N. 909 Pine Road  
Spokane, Washington  
509-428-3555 99206

STAMP  
1938 ARCHITECT  
FERMAN J. PASOLD  
STATE OF WASHINGTON

DATE: 2-14-74  
SCALE: AS SHOWN  
DRAWN BY: FM  
CHECKED BY: [Signature]

REVISIONS:

DRAWINGS:  
FLOOR PLANS  
TILE PATTERNS

SHEET:  
A-2  
#7

Station 7

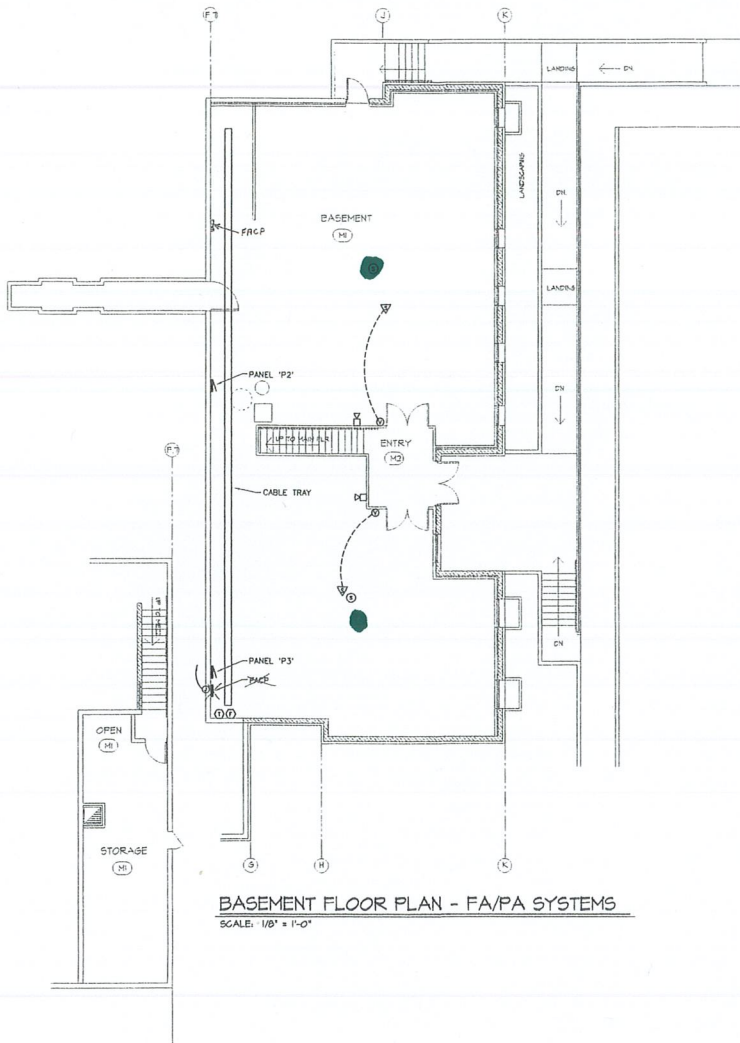
● Standard Speaker X11

✕ Modulated Speake X7

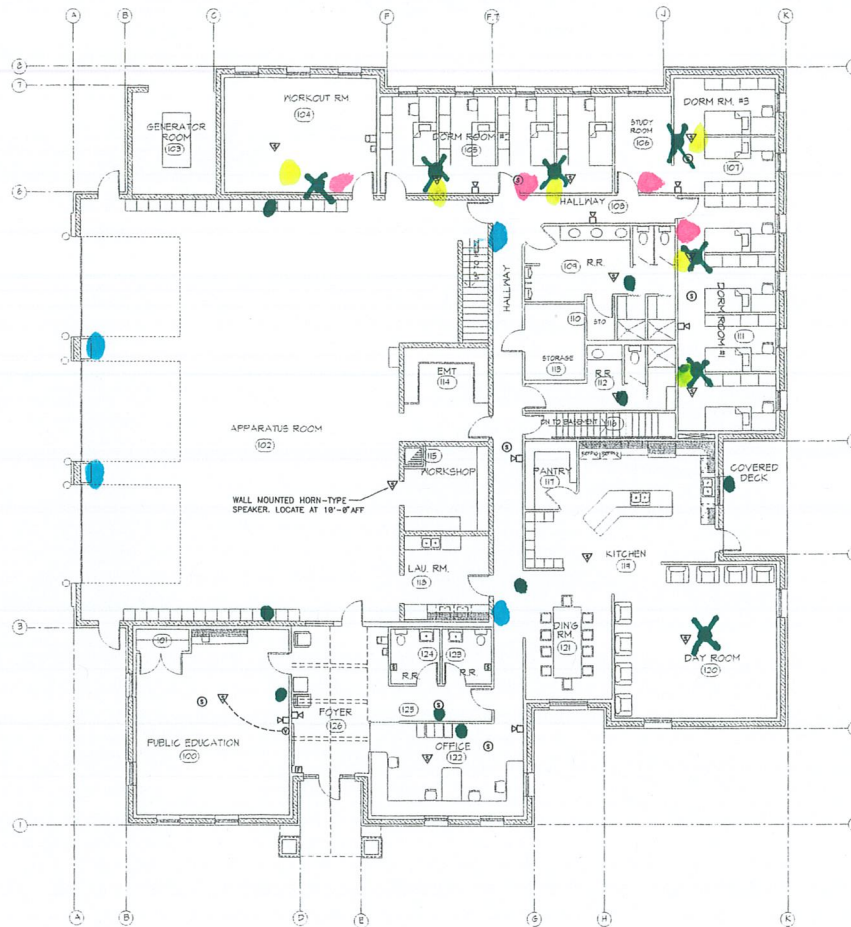
● Modulated Light X6

● Monitoring Switch X4

● Message Monitor X4



**BASEMENT FLOOR PLAN - FA/PA SYSTEMS**  
SCALE: 1/8" = 1'-0"



**MAIN FLOOR PLAN - FA/PA SYSTEMS**  
SCALE: 1/8" = 1'-0"

**MEZZANINE FLOOR PLAN - FA/PA SYSTEMS**  
SCALE: 1/8" = 1'-0"



**Linquist Architects**  
ARCHITECTS PLANNERS INTERIOR DESIGN  
400 N. HALLAM STREET  
PO BOX 300-2340  
SPOKANE, WA 99201-0340  
PHONE 509-325-2340  
FAX 509-325-1719  
www.linquistarchitects.com



**NEW STATION #8**  
**SPOKANE COUNTY FIRE DISTRICT #1**  
2110 NORTH WILBUR  
SPOKANE VALLEY, WA

NO.	DATE	ITEM

**E2.2**

Station 8

- Standard Speaker X7
- ✕ Modulated Speaker X5

- Modulated Light X4
- Monitoring Switch X2
- Message Monitor X3



Station 9

- Standard Speaker X10
- Modulated Speaker X6
- Modulated Light X5
- Monitoring Switch X4
- Message Monitor X4



Station 10

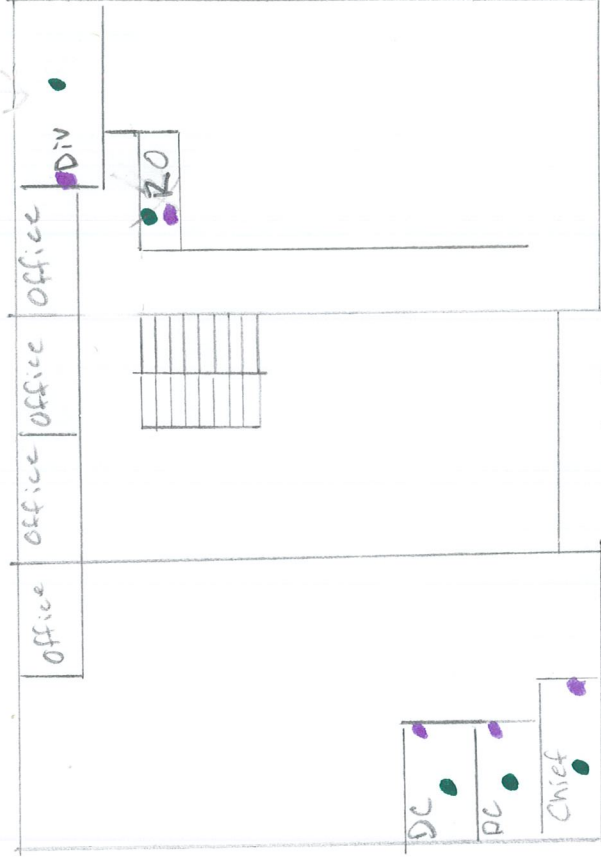
- Standard Speaker X4
- ✕ Modulated Speaker X0

- Modulated Light X0
- Monitoring Switch X3
- Message Monitor X1

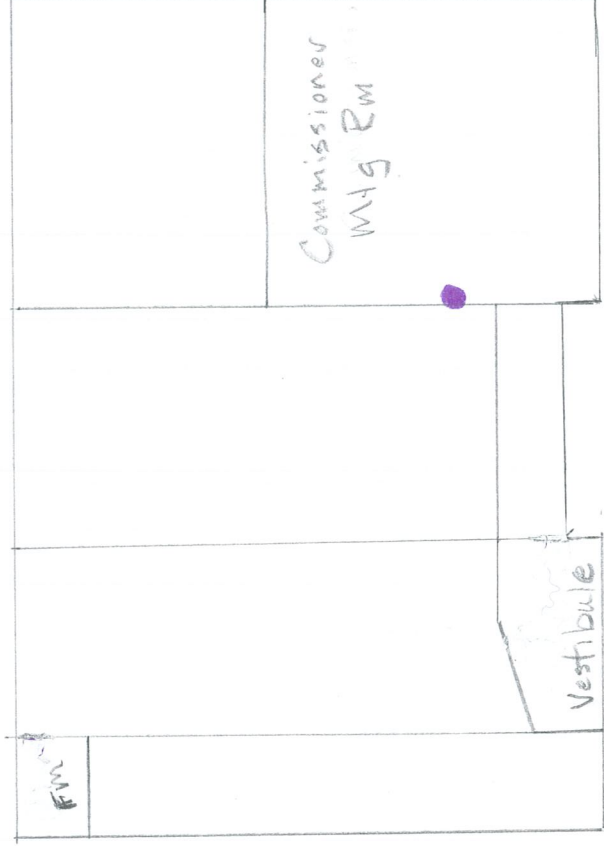


TRAINING  
Facility

- Standard Speaker X5
- ✗ Modulated Speaker X0
- Modulated Light X0
- Monitoring Switch X0
- Message Monitor X0
- CAD/AVL Monitor X6



Second Floor



First Floor