

CONSULTANT: Smith Fire Systems, Inc
CONTACT PERSON: Christi Bender
ADDRESS: 4106 136th Street NE
Marysville, WA 98271
U.B.I. NUMBER: 601-046-860
TELEPHONE/EMAIL: 360-474-5906 cbender@smithfire.com
COUNTY DEPT: Airport Fire
DEPT. CONTACT PERSON: Joshua Cole, AMF
TELEPHONE/EMAIL: 425-388-5484 joshua.cole@snoco.org
PROJECT: Airport Fire Suppression System Services
AMOUNT: NTE \$60,000.00
FUND SOURCE: 410-521680-4201
CONTRACT DURATION: Execution through three (3) years,
unless extended pursuant to
Section 2 hereof

AGREEMENT FOR FIRE SUPPRESSION SYSTEM SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Smith Fire Systems, Inc, a for-profit Washington corporation, (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is Airport Fire Suppression System Services. The scope of services is defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 027-21BC.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon execution date (the “Effective Date”) and shall terminate after three (3) years, PROVIDED, HOWEVER, that the term of this Agreement may be extended for one (1) additional two (2) year term, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than October 31 of each calendar year of the Agreement, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2022 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges for Inspection Services under this Agreement, all fees and expenses included, shall not exceed \$60,000 for the initial three (3) year term of this Agreement (excluding extensions, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the

Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Joshua Cole, AMF
Title: Fire Chief
Department: Paine Field/Snohomish County Airport
Telephone: (425) 388-5484
Email: Joshua.cole@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of

AGREEMENT FOR FIRE SUPPRESSION SYSTEM SERVICES
WITH SMITH FIRE SYSTEMS, INC.
(July 2013 edition)

the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under

any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

A. General Civil Rights Provisions: The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Title VI Solicitation Notice: The Snohomish County Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Compliance with Nondiscrimination Requirements: During the performance of this contract, the contractor, for itself, its assignees, its consultants, its subcontractors and successors (hereinafter collectively referred to as contractor) in interest agrees as follows:

1. **Compliance with Regulations**. The contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract as **Addendum C**.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** If subcontracts applicable, in all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, if any. The contractor will take action with respect to any subcontract as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, the contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within thirty (30) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon thirty (30) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Airport Fire Dept.
 10630 36th Pl West
 Everett, Washington 98204
 Attention: Joshua Cole
 Fire Chief

and to: Snohomish County Purchasing Division
 3000 Rockefeller Avenue, M/S 507
 Everett, Washington 98201
 Attention: Bramby Tollen
 Purchasing Manager

If to the Contractor: Smith Fire Systems, Inc.
 4106 136th Street NE
 Marysville, WA 98271
 Attention: Christi Bender
 ITM Sales/Office Manager

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor’s performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from
AGREEMENT FOR FIRE SUPPRESSION SYSTEM SERVICES
WITH SMITH FIRE SYSTEMS, INC.
(July 2013 edition)

disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

Smith Fire Systems, Inc.:

County Executive Date

ITM/Service Operations Manager Date

Approved as to insurance
and indemnification provisions:

Approved as to form only:

Risk Management Date

Legal Counsel to the Contractor Date

Approved as to form only:

Deputy Prosecuting Attorney Date

Schedule A Scope of Services

The fire suppression systems at Snohomish County Airport (SCA) currently consists of approx. 12 systems to be tested, including four with pumps (auxiliary fire pumps are not included in this RFP). All testing shall be performed between the first and the thirty-first day of October each year. The suppression systems are a combination of wet, dry and pre-action/dry.

Periodic testing and prescribed reporting for fire suppression systems to ensure the protection of County-owned facilities at Snohomish County (Paine Field) Airport.

The Contractor shall:

A. Personnel

1. Perform all work in a professional manner, following the standards of the Fire Suppression Industry, and local, state, and federal safety standards;
2. Provide all labor, parts, tools, and other equipment needed to complete services, repair, or replacement as needed;
3. Properly identify its Technicians (and subcontractors) with company issued identification including company name, employee's name, company address, company phone number, and employee's picture when on County property;
4. Ensure its Technicians are properly attired with uniforms (shirts, hats, etc.) identifying the Contractor while on County property;
5. Provide the County with names and cell phone numbers of all key and on-site personnel;
6. Not substitute or replace any assigned personnel without prior approval from the County;
7. Dispatch Technicians that are properly licensed and certified to perform work as required by the Authorities Having Jurisdiction (AHJ);
8. Only assign/dispatch Technicians that have passed a County background check prior to working on Snohomish County Airport property;
9. Ensure all its employees, technicians, and inspectors are trained and certified. All employees of the Contractor may be subject to Airport, FAA, and TSA background checks for access to secure areas of the airport prior to being allowed on the property to perform work;
10. Ensure all its employees adhere to the County's policies on sexual harassment, alcohol and drug free workplace, and weapon free zone. Any violation of these policies will result in the Technician's permanent removal and inability to work on County property;
11. Have the ability to provide all services for all systems specified herein with their personnel or shall use sub-contractors and act as the prime contractor; and
12. Obtain pre-approval from the Airport Fire Department designee for all sub-contractors.

B. On-site Work

1. Pre-arrange all visits to the site with the Airport Fire Department designee. All non-disruptive services shall be scheduled at least seven (7) calendar days in advance and shall be performed during normal operating

hours of 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays. All work date/times shall be approved in advance as defined above by the County;

2. Onsite testing requires at least 24-hour advance notice by email to Paine Field Fire Dept. before Contractor may enter SCA facilities;
3. Notify the County immediately of any occurrence or condition within the area that interferes with the full performance of the contract and confirm it in writing with 24 hours;
4. Schedule all work at the convenience of the County as to not interfere with the County's business operations. Repairs shall not interfere with normal County operations and may require after hours work that shall be coordinated and approved by the Airport Fire Department designee;
5. Check in with the Airport Fire Department Duty Officer on site upon arrival and prior to starting work;
6. Check out with the Airport Fire Department Duty Officer on site prior to departure;
7. Comply with all security measures required by the County;
8. Ensure that all Technicians working on-site have a valid driver's license or state issued identification for entry into all Airport buildings;
9. Leave the work area clean and free of materials, debris as inspected and approved by the authorized Airport representative;
10. Obtain pre-approval to remove any mechanical or electric parts;
11. Make arrangements with the Airport Fire Department designee prior to off-loading tools and equipment at the site; and
12. Park only in designated visitor parking spaces.

C. Job Site Safety

1. During the progress of work, take all necessary precautions for the prevention of accidents;
2. Erect and maintain all barricades, cones, and warning lights to maintain a safe work site;
3. Be in compliance with the Lock-out, Tag-out procedure according to OSHA/WISHA regulations;
4. Be solely responsible for work site safety; and
5. Agree to resolve any disputes between the County and the Contractor using factory manuals and publications including Owners Operation and Maintenance Manuals. When discrepancies occur between standards, the more stringent standard shall be adhered to.

D. On-Call Repair Services

1. Provide repair services as required and within a 48-hour response.
2. Provide emergency services within two (2) hours and repairs as soon as possible. Any overtime or holiday charges shall be approved by the Airport Fire Department designee in advance.
3. Recognize the following days as official County holidays. Work called out on any of these days from 12:01am to 12:00am may be billed using the holiday rates.

- | | |
|------------------------------------|----------------------------------|
| ✓ New Years Day | ✓ Labor Day |
| ✓ Martin Luther King Jr's Birthday | ✓ Veterans' Day |
| ✓ Presidents' Day | ✓ Thanksgiving Day |
| ✓ Memorial Day | ✓ The day after Thanksgiving Day |
| ✓ Independence Day | ✓ Christmas Day |

E. Written Condition Reports

Maintenance Reports: Service and repair reports shall be furnished to the Airport Fire Department designee upon completion of each service. The report shall include:

- a. Date of scheduled maintenance
- b. Building Name and location
- c. Alarm location and description
- d. Date and time of arrival and departure
- e. Hours performing maintenance
- f. Listing of parts replaced or repaired
- g. Tasks performed with comments
- h. Listing all recommended repairs
- i. Work order if applicable.

An annual report listing all service and repair reports shall be provided to the Paine Field Fire Department designee each January. Include in the January annual report recommended upgrades needed for reliable service. Provide annually in January a list of all accounts and their call lists.

F. Reporting Requirements

The Contractor will work with Paine Field Fire Department to deliver required reporting elements and ensure compliance with County and Fire Marshal codes for Airport facilities. Additional buildings shall be added upon written request from the county and a mutually agreeable price will be negotiated.

Required reporting elements must be filed with The Compliance Engine (the complianceengine.com) to ensure code compliance.

Contractor will submit all inspection reports to the Compliance Engine within three (3) days of the inspection for Authority Having Jurisdiction review prior to system due dates. All Compliance engine fees are included in the lump sum price for Annual Inspection.

G. Billable Charges

Please see Schedule B, Compensation.

H. Quoting for Work Orders

Upon written request, Contractor may be requested to provide within no more than five (5) business days:

- an estimate for general repairs or installation of new equipment
- estimated price for a specific job including labor and parts

Such quotes shall show for informational purposes the estimated number of hours and contract hourly rates.

Should contractor not be available or not able to perform the required services in the required time frame, the Airport reserves the right to obtain quotes from other Contractors.

I. Repair Work, Installation and Monitoring Services Not Specified Exactly in Contract

For additional work not included in this contract the County reserves the right to complete the work using County Maintenance forces, contract the work to an outside contractor or request the work be done by the current AGREEMENT FOR FIRE SUPPRESSION SYSTEM SERVICES WITH SMITH FIRE SYSTEMS, INC.

(July 2013 edition)

Contractor.

If the County chooses to request the work be done by the current Contractor an estimate will be submitted by the Contractor quantified by estimated hours and parts needed for the repair. The estimate submitted will be in accordance with the hourly rate and parts plus costs indicated in the Contractor's initial proposal.

No repair work outside the scope of this Contract will be accomplished without pre-approval by the County.

The County may require maintenance, testing, repair work, and installation services at additional sites and may add to or delete services to this contract as needed.

Diagnostic Errors: The Contractor shall be responsible for the costs of services and parts charged to the County for remedial maintenance calls when the Contractor incorrectly diagnoses the malfunction as not pertaining to equipment maintained by the Contractor and such malfunction, in fact, pertained to Contractor-maintained equipment. However, the County will make equitable payment to the Contractor when the Contractor is required to make a remedial maintenance call and no service is needed to be performed.

J. Performance Warranty

Work performed in accordance with the contract shall meet all applicable codes and requirements of the AHJ. The Contractor shall guarantee all work included in the purchase order against any defects in workmanship, and shall satisfactorily correct, at no cost to the County any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon the date of acceptance by the County.

K. Material Warranty

Parts furnished in accordance with the contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or material are not acceptable. The warranty period for contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturers' warranty, whichever is the longest period. The warranty period shall commence upon the date of the acceptance by the County.

The Contractor shall provide Snohomish County Airport Fire Department designee with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site. The installed equipment's model, serial number, date of manufacture of installed equipment shall be provided to Fire Department designee.

The Contractor shall clean, repair or replace any item damaged by the Contractor during the performance of the service to the satisfaction of the County, and at no additional cost to the County.

L. Equipment Location List

Systems to be tested (* with pump):

1	C1	Vacant	10012 32 nd Pl W
2	C2*	AP Office	3220 100 th St SW
3	C23	Vacant	2915 109 th St SW
4	C42/C43*	AP Hanger	
5	C44/C47*	AP Hanger	
6	C51	Regal	10217 31 st Ave W
7	C70		2916 100 th St SW
8	Fire Station		10630 36 th Pl W
9	IAC		3101 111 th St SW
10	Collins*		2701 94 th St SW
11	Airport Administration Building, Lot 11, Bomarc Business Park	Snohomish County Airport Administration	9901 24th PL W

Designated single point of contact is:

Christi Bender

ITM Sales/Office Manager

360-474-5906

cbender@smithfire.com

Monday-Friday 7am – 4pm

or

servicedispatch@smithfire.com

253-248-2000

24 hours per day/7 days per week

**Schedule B
Compensation**

All building and fire suppression inspections as outlined in **Schedule A**, Scope of Services shall be compensated at the fixed annual rate not to exceed \$8,257 for all building's listed in **Schedule A**, Scope of Services, Section L. Equipment Location List. This shall be paid in one lump sum annually upon submission of the annual inspection completion report to the Airport Fire Chief as outlined in **Schedule A**, Scope of Services. In addition, please attach the annual report summarizing completion of the fire suppression system inspections with your request for payment.

All additional work shall be approved on a case-by-case basis as outlined in **Schedule A**, Scope of Services. A Task Assignment (TA) including the quoted estimate shall require pre-approval by the Airport Fire Chief, Airport Director, Deputy Airport Director and Airport Business Manager before any work should proceed. All on-call work requires pre-approval and this may be obtained from the above list of approvers. Please use the Airport's template for on-call approval as depicted in **Schedule D, Task Assignment Form**. The maximum compensation and compensation method for each task order will be included in each approved TA. The travel time of Contractor or subconsultant staff spent in related to the provision of services under this Agreement shall not be compensated. No travel costs shall be reimbursed unless otherwise agreed in writing or defined by the TA. Time may be recorded and invoiced by Contractor in fractional hours with increments of no less than fifteen (15) minutes. No work may be performed without written approval of each task assignment from the above-mentioned County staff.

Hourly rate for additional on call or emergency work as needed:

Position	Hour Straight Time	Hour Overtime	Hour Double Time
Inspection Tech	\$130	\$153	\$198
Sprinkler Fitter	\$210	\$264	\$320

The contractor shall pay prevailing wages as required by chapter 39.12 RCW

Fully burdened hourly rates shall be paid for actual time while on county work site. Time for preparing reports/invoices is not directly billable and the cost for travel and preparation of contractor work orders shall be included in the fully burdened hourly rate.

ADDENDUM C

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its consultants, its subcontractors, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as they may be amended from time to time and which are incorporated herein by reference, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 16871 *et seq.*). Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

Exhibit D Task Assignment Form

Paine Field/Snohomish County Airport
ARFF On-Call Services Task Assignment



TASK ORDER/ASSIGNMENT WORK AUTHORIZATION

County RFP/RFQ No. _____

PO/PR No. _____

On-Call Contract Name: _____

TASK ORDER/ASSIGNMENT No. _____	AMENDMENT No. _____
--	----------------------------

PROJECT NAME: _____

The above listed consultant shall perform the **SCOPE OF WORK** attached as **SCHEDULE A** hereto in accordance with the terms, stipulations, and conditions of the their On-Call Consulting Services Contract (Master Agreement). The dollar amount negotiated for the scope of work under this Task Order/Assignment is a fixed amount that may be amendment in writing.

Estimated Task Order/Assignment Completion Date:	
Order/TA Total Agreement Amount	
a. Not-to-Exceed Amount of this Task Order Previously Approved	
b. Not-to-Exceed Amount of this Task Order/Amendment	
c. Total amount of previously authorized Task Order(s)	
d. Totals of authorized Task Orders/Amendments to this Agreement to date (b. + c. above =d.)	
Balance of Remaining for Future Work Authorizations to this Supplement	

Please refer to **SCHEDULE B, "COMPENSATION"** for detailed information on the costs of this Work.

Invoices for this Work Authorization shall be in accordance with original Agreement and shall not fail to include:

1. Unique Project Number
2. Invoice Number and Date
3. Task Order/Assignment Number
4. Master Agreement: County RFP/RFQ Number
5. Brief Progress Report

Budget Approval:

This Task Order/Assignment is hereby executed by having the parties affix their signatures below.

On-Call Contractor (as listed above)

Snohomish County Designated Representative (see contract)

By

By

Signature *Date*

Signature *Date*

Print Name

Print Name

Title

Title