



**PUBLIC WORKS CONTRACT #2023-040
(COOPERATIVE AGREEMENT/WASHINGTON STATE LAW PROVISIONS)**

THIS CONTRACT is dated and effective as of the date of last signature below and is by and between the City of Everett, a Washington municipal corporation (the “City”), and the Contractor shown below in the Basic Provisions.

1. Basic Provisions:

Contractor	Fire Protection Inc.
	17410 Ash Way Suite 8 Lynnwood, WA 98037
	jonathan@fpiseattle.com
City Project Manager	Russell Dance
	City of Everett -- Facilities 3200 Cedar Street Everett, WA 98201
	rdance@everettwa.gov
Cooperative Contract Description	King County Contract #000528: Furnishing all labor and equipment to perform confidence testing, repairs, and fire alarm monitoring for fire protection and life safety equipment.
Contract Documents	The following documents are incorporated into this Contract: this contract document and all its provisions, the Cooperative Contract; change orders, all provisions required by law, and the following document(s), if any: King County Contract #000528-154206 Fire Protection Inc. Estimate 270200 In the event of conflict between the provisions of the Cooperative Contract and this Contract document, this Contract document governs.

<p>Project</p>	<p>The Contractor will furnish all labor, tools, materials, equipment, and supplies required to complete all work as set forth in the Contract Documents. The entire work set forth in the Contract Documents is referred to herein as either the “Work” or the “Project.”</p> <p>A brief (and not necessarily complete) description of the Project follows:</p> <p>Complete repairs to the sprinkler system throughout the Everett Animal Shelter. Work includes repairing the bulk main water lines to meet applicable fire codes.</p>
<p>Contract Time</p>	<p>The Project shall be physically complete in all respects within ninety (90) calendar days from the date of issuance of a Notice to Proceed. The Contractor shall not start the Work until receipt of Notice to Proceed from the City. If a purchase order is issued for the Work, it is only a Notice to Proceed. The purchase order’s pre-printed terms and conditions are not part of the Contract.</p>
<p>Contract Price</p>	<p>The amount of this Contract is the Contract Price, which is \$112,724.43. The basis for final payment will be the actual amount of Work performed in accordance with the Contract Documents. In no event shall the total amount paid to Contractor exceed the Contract Price unless the Contract amount has been increased by one or more change orders signed by the City.</p>
<p>Contractor Insurance Contact Information</p>	<p>Mallory Visser</p> <hr/> <p>360-603-9465</p> <hr/> <p>Mallory.Visser@trucordia.com</p>
<p>Willful Wage Violation Certification</p>	<p>By signing this Agreement, the Contractor certifies that, within the five-year period immediately preceding the date of Contractor’s signature, the Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington 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. This certification covers any entity, however organized, that is substantially identical to Contractor. An untrue certification by Contractor is a material breach and cause for Contract termination.</p>

2. Retainage (Chapter 60.28 RCW). Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all Work if there are no claims against the retained funds.
3. Indemnification/Waiver of Industrial Insurance Immunity (RCW 4.24.115). To the extent of Contractor's negligence, Contractor shall hold harmless, defend, and indemnify the City, its officers, employees, and agents from any and all losses and claims arising from or relating to the Project. Solely and expressly for the purpose of its duties to indemnify and defend and hold harmless the City, Contractor specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Contractor recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.
4. Performance and Payment Bonds (RCW 39.08.010). Contractor has requested, and the City has agreed, that the City will, in lieu of the bond(s), retain 10% of the contract price under 39.08.010(3).
5. Prevailing Wages (Chapter 39.12 RCW). The wage rates to be paid to all laborers, workers, and mechanics who perform any part of this Contract shall not be less than the prevailing wage rates as required by Chapter 39.12 RCW. This requirement applies to laborers, workers, and mechanics whether they are employed by the Contractor, subcontractors, sub-subcontractors, or any other person who performs a portion of the Work contemplated by this Contract. The prevailing wage rates in effect on the Contract effective date are the prevailing wage rates that apply to the Project. Prevailing wage rates applicable to the Project, which is located in Snohomish County, may be found at the following website address for the Department of Labor & Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. A copy of the applicable prevailing wage rates is also available for viewing at the City of Everett's Procurement Office, 2930 Wetmore Ave, Everett, WA 98201. Upon request, the City of Everett will mail a hard copy of the applicable prevailing wages for the Project.
6. Everett Business License (EMC 3.19.025). The Contractor must maintain a City of Everett Business License.
7. General Compliance with Law and Equal Opportunity. The Contractor shall comply with all federal, state, and local laws and regulations applicable to the work to be done under this Contract. Without limiting the foregoing, Contractor shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, national origin, or other circumstance prohibited by applicable federal, state, or local law or ordinance. The Contractor shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
- 8.. Insurance Requirements.
 - A. The Contractor shall comply with the following conditions and procure and keep in force during the term of this Contract, at the Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of

Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Contract.
- C. Prior to the Contractor performing any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. The Contractor shall provide the City with endorsement(s) for the CGL and auto policies naming the City of Everett, its officers, employees, and agents as Additional Insureds. Receipt by the City or City's designee of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill these requirements. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Contractor's obligations to fulfill the requirements of this Section.
- D. The Contractor shall require subcontractors to provide coverage that complies with the requirements stated herein.
9. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City.
10. Contract Termination.
- A. Termination for Default. The City may terminate the Contract upon written notice to Contractor and its surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, one or more Contract obligations or is in violation of any provisions or covenants of the Contract. Termination shall be effective upon receipt of such notice by the Contractor.
 - B. Termination for Convenience. Without prejudice to any other remedy it may have under law or and/or the provisions of the Contract, the City may terminate this Contract

for convenience, with or without cause, in whole or in part, at any time by giving written notice to the Contractor. Termination will be effective upon receipt of such notice by the Contractor. The Contractor shall immediately discontinue Work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs. After termination for convenience, payment to the Contractor shall only be for Work completed through the termination date. To the extent not paid for by the Contract Price for completed Work, the City will pay as part of an adjustment of Contract Price those direct costs necessarily and actually incurred by the Contractor in reasonable anticipation of performing the Work that has been deleted or terminated. No claim for damages of any kind for loss of anticipated profits or consequential damages will be allowed because of termination for convenience. In no event will the total payment to the Contractor exceed the total Contract Price as modified by approved change orders less those amounts paid to the Contractor before the effective date of the termination

11. Other Provisions.

- A. Any waiver by the City or the breach of any provision of this Contract by the Contractor will not operate or be construed as a waiver of any subsequent breach by the Contractor or prevent the City from enforcing any such provisions thereafter.
- B. This Contract may not be assigned by the Contractor without the written consent of the City, which consent may be withheld in the City's sole discretion.
- C. The Contract Documents contain the complete and integrated understanding and contract between the parties and supersedes any understanding, agreement, or negotiation, whether oral or written, not set forth herein.
- D. Unless otherwise directed in writing by the City's Project Manager, notices to the City must be in writing and shall be delivered to the City's Project Manager postage prepaid or delivered by hand. Notices to the Contractor may be delivered to the Contractor by mail or email to the address for Contractor in the Basic Provisions or to any other address reasonably calculated to give the Contractor notice.
- E. This Contract may only be modified by a written change order executed in accordance with the Contract.
- F. Exclusive venue for any lawsuit arising out of this Contract shall be in the Superior Court of Snohomish County, Washington. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Contract.

12. Effective Date. This Contract is effective as of the date of last signature. This Contract will be signed by AdobeSign, and signatures with AdobeSign are fully binding.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

**CITY OF EVERETT
WASHINGTON**

Fire Protection Inc.



Cassie Franklin, Mayor



Signature: _____

Name of Signer: Jonathan Cats

Signer's Email Address: jonathan@fpiseattle.com

Title of Signer: Vice President

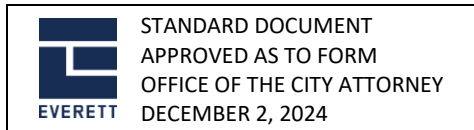
03/19/2026

Date

ATTEST



Office of the City Clerk













2023-040_FPI_Animal Shelter Repair_03112026_SD

Final Audit Report

2026-03-19

Created:	2026-03-16
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
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 Agreement completed.

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