

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 20-11-24A**

**RESOLUTION AUTHORIZING CONTRACT #20-50-17 WITH JOHNSON CONTROLS  
FIRE PROTECTION LP FOR UPGRADE OF FIRE ALARM SYSTEM AT THE DISTRICT  
HEADQUARTERS**

**WHEREAS**, on Saturday, September 7, 2019, the Pacific Northwest region experienced a lightning storm that damaged the District's fire control/alarm system; and

**WHEREAS**, by passage of Resolution 19-9-16C, the Board of Commissioners declared an emergency pursuant to RCW 39.04.280(1)(e), waiving competitive bidding requirements of RCW 57.08.050, and authorizing and directing the District Manager or designee to negotiate, approve and execute the necessary contracts on the District's behalf to perform emergency repairs of the Fire Control Panel/Monitoring System; and

**WHEREAS**, the existing fire system and components are the original equipment constructed with the building in the 1990's; and

**WHEREAS**, Johnson Controls Fire Protection LP completed the emergency repairs; and

**WHEREAS**, the local fire code requires revisions and upgrade of other components within the system to meet current fire standards; and

**WHEREAS**, the District requested a proposal (Exhibit A, attached and incorporated herein) from Johnson Controls Fire Protection LP to upgrade the fire alarm system to code; and

**WHEREAS**, the District will benefit with the upgraded system to enhance life and safety protection; and

**WHEREAS**, the District Engineer and General Manager are satisfied with the proposal from Johnson Controls Fire Protection LP and recommend approval of this resolution.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The General Manager is authorized to enter Contract #20-50-17 (Attachment-1, incorporated herein by this reference) with Johnson Controls Fire Protection LP for an amount not to exceed \$48,963.00 plus tax.
2. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the agreement if required.


**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 20-11-24A**

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **24th** day of **November 2020**.

**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
**Vince Koester**, President

  
\_\_\_\_\_  
**Todd Fultz**, Secretary

  
\_\_\_\_\_  
**Polly Daigle**, Commissioner

  
\_\_\_\_\_  
**Daniel Johnson**, Commissioner

  
\_\_\_\_\_  
**Kathleen Quong-Vermeire**, Commissioner

**THIS AGREEMENT** ("Agreement") is entered into between **HIGHLINE WATER DISTRICT (HWD)**, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and **JOHNSON CONTROLS FIRE PROTECTION LP** (hereafter referred to as "the Contractor"), in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. Project. The Contractor shall do all work and furnish all tools, materials and equipment for the District's project known as:

**RETROFIT HWD HEADQUARTERS FIRE ALARM SYSTEM TO CODE**

**Exhibit A** - Johnson Controls Fire Protection LP Proposal #P40584-000308 dated 9/22/20, attached and incorporated herein by this reference, and in accordance with the pricing and services as described in the **Washington State Department of Enterprise Services Contract #03115**, original date of 2/15/16, with all Amendments.

2. District Agreement. The District employs the Contractor to provide the materials and to do and cause to be done the Project work described above and to complete and finish the work according to the attached plans and specifications, if any, and the terms and conditions of this contract and agrees to pay for the work at the time, in the manner and upon the conditions provided for in this contract.
3. Contractor Agreement. The Contractor agrees to fully perform the work upon all terms and conditions as contained in this contract. The Contractor shall provide and bear the 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 this contract, except those that are mentioned in the specifications to be furnished by the District.
4. Completion Deadline/Liquidated Damages. The work must commence within ten (10) calendar days of the provision of the agreed Notice to Proceed. Completion time shall be within forty-five (45) calendar days after receipt by the Contractor of the notice to proceed issued by the Owner. There shall be no work performed on holidays or weekends, unless approval for such work is granted by District. Requests for such extended work shall be made at least 24 hours prior to that requested time. Coordination with Highline Water District for access to the site is required. Contact Al Metz, Impairment Coordinator, at (206) 592-8926.

If the work is not completed within that time period, because of difficulty in computing the actual damages to the District arising from any delay in completing this Agreement, it is determined in advance and agreed by the parties that the Contractor shall pay the District the amount of \$100.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages which the District will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of this Agreement shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the District will actually suffer damages in the above amount for each day during which the completion of the work is avoidably delayed beyond the agreed completion date.

5. Project Cost. The amount of the project cost is not to exceed Forty-Eight Thousand Nine Hundred Sixty-Three and 00/100 Dollars (\$48,963.00) plus 10% Washington State sales tax unless amended and authorized by the District.

**HIGHLINE WATER DISTRICT  
MP2020-10/ CONTRACT #20-50-17**

6. Payment Terms. The District shall pay the Contractor on the following terms: Incremental payments, plus Washington State Sales tax to be paid from a contractor invoice (which must be approved by the District's Engineering/Operations Manager or designated Supervisor). Per RCW 60.28.11(1)(a) public improvement contracts must provide, and public bodies must reserve, a contract retainage not to exceed five percent of the moneys earned by the contractor as a trust fund for the protection and payment of: (i) The claims of any person arising under the contract; and (ii) the state with respect to taxes, increases, and penalties imposed pursuant to Titles 50, 51, and 82 RCW which may be due from such contractor.

7. Prevailing Wages (Appendix A).

The Contractor shall pay prevailing wages and shall comply with RCW 39.12 and RCW 49.28. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the work must be posted for the benefit of workers. At the conclusion of the Agreement, 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 Agreement shall be withheld until certification by the director has been received by the District that the prevailing wage requirements of the law have been satisfied. The Contractor hereby certifies that it has not been cited for two violations within the last five (5) years and is thus prohibited from bidding on public works projects. The Contractor further assures the District that it will use no sub-contractor who is thus prohibited.

Effective July 23, 2017, before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement (**Appendix A2**) that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (Reference RCW 39.04.350).

Effective July 1, 2019, all businesses are required to have training before bidding and/or performing work on public works projects under the responsible bidder criteria in RCW 39.04.350 and RCW 39.06.020. A business is exempt from this training requirement if it has been in business with an active Unified Business Identifier (UBI) number for 3 or more years **AND** has performed work on 3 or more public works projects.

Beginning January 1, 2020, weekly certified payroll reports are required to be filed online with L&I at least once a month for all public works projects. Earlier this year, the legislature passed ESSB 5035, adding this requirement to the prevailing wage laws within Chapter 39.12. Reference RCW 39.12.120. This change effects all public works projects on January 1 to include those that are in progress and all new ones moving forward. Each contractor must file their certified payroll using L&I's online system at least once a month. Please note, contractors can be penalized for failing to file.

8. Indemnification and Hold Harmless. The Contractor shall indemnify, defend and save the District and its commissioners, manager, employees and engineers 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 Agreement, or caused in whole or in part by reason of the presence of 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 and to the extent of the sole negligence of the District with regard to activities within the Contractor's scope of work.

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Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

In a 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 District, its officers, agents, employees and volunteers, the Contractor shall pay the same.

**9. Bond.**

RCW 39.08.010 (effective 7/23/17)

(3) On contracts of one hundred fifty thousand dollars or less, at the option of the contractor or the general contractor/construction manager as defined in RCW 39.10.210, the respective public entity may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

Contractor Authorization: \_\_\_\_\_

**OR**

(4) For contracts of one hundred fifty thousand dollars or less, the public entity may accept a full payment and performance bond from an individual surety or sureties (**Appendix B**).

(5) The surety must agree to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

**10. Insurance.**

**10a** The Contractor shall obtain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability insurance policies with insurance companies which have an A.M. Best's rating of A VII or better, and which are approved by the Washington Insurance Commissioner pursuant to RCW 48.

**10b** The Contractor shall file with the District a certified copy of all policies or a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements. The Contractor's Department of Labor & Industries' account number shall be noted on the certificate of insurance. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.

**10c** In addition, the Contractor shall have its insurance agent/representative complete the District's Insurance Coverage Questionnaire (**Appendix C**) and attach it to the certificate of insurance for the District's approval.

**10d** The Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the District. The insurance shall provide coverage for the Contractor, his subcontractors and the District.

**HIGHLINE WATER DISTRICT  
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- 10e** The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees and volunteers as insureds with regard to damages and defense of claims arising from: (i) activities performed by or on behalf of the Contractor; or (ii) products and completed operations of the Contractor; or (iii) premises owned, leased or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the Agreement.
- 10f** The coverage provided by the Contractor's insurance policies shall be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District. Any insurance that might cover this Agreement which is maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.
- 10g** The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.

**10h** Types and Limits of Insurance Requires:

**COMMERCIAL GENERAL LIABILITY**

- ▶ \$1,000,000 per occurrence liability (including extended bodily injury)
- ▶ \$2,000,000 annual aggregate
- ▶ District Employees, Elected and Appointed Officials and Volunteers as Additional Insureds
- ▶ Workmen's Compensation – L1 employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance. Contractor shall also be required to carry Stop Gap Liability Insurance for \$500,000 each occurrence, each accident.
- ▶ Employers Liability (Stop-gap)

**AUTOMOBILE LIABILITY**

- ▶ \$1,000,000 per accident bodily injury and property damage liability, including:
- ▶ Any owned, hired or non-owner automobile.

- 10i** The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
- 11. Termination.** The District may terminate this Agreement at any time upon written notice to Contractor, subject to the District's obligation to pay Contractor in accordance with subsections A and B below.
- 11a** In the event this Agreement is terminated by the District other than for fault on the part of the Contractor, a final payment shall be made to the Contractor for actual cost of work completed at the time of termination of the Agreement. No payment shall be made

**HIGHLINE WATER DISTRICT  
MP2020-10/ CONTRACT #20-50-17**

for any work completed after receipt by the Contractor of the termination notice. If the accumulated payment(s) made to the Contractor prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due, and the Contractor shall immediately reimburse the District for any excess paid.

**11b** In the event the services of the Contractor are terminated by the District for fault on the part of the Contractor, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the District with consideration given to the actual costs incurred by the Contractor in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the District at the time of termination, the cost to the District of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the District of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

**12. Dispute Resolution.**

**12a Mediation.** If any dispute, controversy or claim arises out of or relates to this Agreement, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate for at least four hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees associated with the mediation.

**13. Effective Date.** The effective date of this Agreement shall be the date that the Agreement is signed by an authorized representative of the District.

**14. Authority.**

The individuals who sign this Agreement on behalf of the respective party represent and warrant they have the full power and authority and are authorized by the party to do so.

**HIGHLINE WATER DISTRICT  
MP2020-10/ CONTRACT #20-50-17**

**HIGHLINE WATER DISTRICT  
(Owner)**

By: \_\_\_\_\_  
Matt Everett  
Title: General Manager  
Date: \_\_\_\_\_

**JOHNSON CONTROLS FIRE PROTECTION LP  
(Contractor)**

By: \_\_\_\_\_  
**Ben Morrell**  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Digitally signed by Ben Morrell  
DN: C=US, E=ben.morrell@jck.com,  
O=Johnson Controls,  
OU=Operations Manager, CN=Ben  
Morrell  
Date: 2020.10.21 12:01:16-07'00'

***MAILING ADDRESS:***

23828 30th Ave S  
Kent, WA 108032

***CONTACT PHONE:***

(206) 824-0375  
(206) 824-0806 Fax

***MAILING ADDRESS:***

9520 10th Ave S, Suite 1  
Seattle, WA 98108

***CONTACT PHONE:***

(206) 291-1400  
(206) 291-1500 Fax





9520 10TH AVE SOUTH STE 1  
 SEATTLE, WA 98108-5062  
 (206) 291 1400  
 FAX: (206) 291 1500

**EXHIBIT A**

**Johnson Controls Quotation**

TO: Highline Water District  
 Administration Office  
 23828 30TH AVE. S.  
 KENT, WA 98032  
 Attn: Allen Metz

Project: Highline Water District Retrofit to Code  
 Customer Reference: Highline Water District FA Johnson  
 Controls Reference: L40584-000117  
 Proposal #: P40584-000308  
 Date: 09/22/2020  
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(206) 396-9266 EXT(\_\_\_\_) Fax:

Johnson Controls is pleased to offer for your consideration this quotation for the above project to bring the areas below up to code to suit the Fire Authority Having Jurisdiction.

QUANTITY	MODEL NUMBER	DESCRIPTION
<b>Material</b>		
Office Bldg		
2	4090-9001	SUPERVISED IAM
5	4098-9733	HEAT SENSOR
5	4098-9792	SENSOR BASE
7	4906-9103	STROBE MC WHITE
1	MB-G6-24-R	MOTOR BELL,INDOOR/OUTDOOR,24
Unheated Vehicle Storage Bldg		
7	4906-9129	HORN/STROBE MC WHITE
1	4906-9103	STROBE MC WHITE
1	4009-9201	NAC EXTENDER 120VAC, IDNET
2	2081-9272	BATTERY 6.2 AH
Warehouse		
2	4906-9129	HORN/STROBE MC WHITE
<b>Labor</b>		
48	CO-1 SIMPLEX Labor COMM LAB	COMMISSIONING LABOR
24	PM LAB	PROJECT/CONSTRUCTION MGMT
10	DSGN LAB	DESIGN LABOR
16	CAD LAB	CAD LABOR
<b>Permit</b>		
1	PERMIT	DP SVCS (PERMITS/FEES/BONDS)
<b>SUB CONTRACTOR</b>		
1	DPSUB	SUBCONTRACTING LABOR

**Net selling price for Fire Alarm, FOB shipping point, \$48,963.00**

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.  
 Fire, Security, Communications, Sales & Service  
 Offices & Representatives in Principal Cities throughout North America



### Johnson Controls Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION
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**Total net selling price, FOB shipping point, \$48,963.00 \***

\*Tax not included

#### Comments

Completion to Code (See Highline Water District Project 615144501 for Ref)

#### Scope of Work

The Fire Department is requiring that areas covered by this proposal be brought to current code. This work will include the addition of devices, the exchange of devices, and the removal of devices.

All removed devices will be turned over to the customer to be used as spares in the future.

#### Scope of Changes / Additions:

##### Warehouse

ADD 2 - Horn/Strobes

##### Unheated Vehicle Storage

ADD 7 - Horn/Strobes

ADD 1 - Strobe only

ADD 1 - NAC Panel (there was no NAC devices in this building prior)

##### Office Building

DELETE -2 - IAM Interface Devices

DELETE -5 - Smoke Detectors (to be changed to smokes per fire dept)

ADD 5 - Heat Detectors

ADD 2 - Pull Stations

ADD 7 - Strobe only (to complete visual coverage in building)

Replace 1 Weatherproof Horn/Strobe with Bell

Permit: Permit fees are \$5011.93 actual billed. This represents an increase of \$2511.93 over original fee plus markup cost of 20%.



### TERMS AND CONDITIONS (Rev. 9/19)

**1. Payment.** Amounts are due upon receipt of the invoice and shall be paid by Company within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Seller's reasonable collection costs, including legal fees and expenses.

**2. Deposit.** Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

**4. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed

pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages. If any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parties, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**7. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective

Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as

soon as possible under the circumstances.

- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of

the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**15. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**16. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**17. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**18. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**19. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**20. Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**21. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall

remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**22. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**23. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.



**24. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**25. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**26. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**27. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs

and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**29. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**30. Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, cyber-attacks, viruses, ransomware, failures or interruptions to network systems, data breaches, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by

Customer.

**31. One-Year Claims Limitation; Choice of Law.** No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**32. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**33. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**34. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**35. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**36. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.

**IMPORTANT NOTICE TO CUSTOMER**

In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

<p>Offered By:          Johnson Controls Fire Protection LP          License#:          9520 10TH AVE SOUTH STE 1          SEATTLE, WA 98108-5062</p> <p>Telephone: (206) 550-4879</p> <p>Representative: Paula Goode</p> <p>Email: Paula.Goode@JCI.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p>
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Fire, Security, Communications, Sales & Service  
 Offices & Representatives in Principal Cities throughout North America

**State of Washington**  
**Department of Labor & Industries**  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

**Washington State Prevailing Wage**

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

**Journey Level Prevailing Wage Rates for the Effective Date: 09/22/2020**

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
King	<a href="#">Electronic Technicians</a>	Journey Level	\$53.57	<a href="#">7E</a>	<a href="#">1E</a>		<a href="#">View</a>



### Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder 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 certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Johnson Controls FP

Bidder's Business Name

Digitally signed by Ben Morrell  
 DN: C=US,  
 E=ben.morrell@jci.com,  
 O=Johnson Controls,  
 OU=Operations Manager,  
 CN=Ben Morrell

Signature of Authorized Official: **Ben Morrell**

Printed Name

Date: 2020.10.21  
12:06:12-07'00'

Title

Date City State

Check One:

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:  
Milwaukee, WI

If a co-partnership, give firm name under which business is transacted:

\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

**PUBLIC WORKS CONTRACT PERFORMANCE BOND  
AND LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL BY THESE PRESENTS, that, Johnson Controls Fire Protection LP, as Principal, hereinafter called Contractor, and Federal Insurance Company, hereinafter called Surety, a corporation duly organized and existing under the laws of the State of Indiana, and duly authorized to do business and transacting business in the State of Washington as Surety are held and firmly bound and obligated to Highline Water District, a Municipal Corporation located at 23828 30th Ave S, Kent, Washington 98032, hereinafter called owner, in the full and just sum of Forty-Eight Thousand Nine Hundred Sixty-Three and 00/100 (\$ 48,963.00 ), lawful money of the United States, for the payment of which sum will and truly to be made, Surety and Contractor do bind themselves, their and each of their heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THIS BOND IS EXECUTED IN PURSUANCE OF CHAPTER 39.08 REVISED CODE OF WASHINGTON AND BINDS SURETY AND CONTRACTOR TO THE CONTENTS THEREOF.

THAT CONDITIONS OF THIS OBLIGATION ARE SUCH, that WHEREAS, the principal entered into a certain contract entitled

**RETROFIT HWD HEADQUARTERS FIRE SYSTEM TO CODE (Contract 20-50-17)**

with Highline Water District, OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

NOW, THEREFORE, if the Principal shall faithfully perform all the provisions of such contract and pay all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractor, with provisions and supplies for the carrying on of such work, then this obligation is void; otherwise to remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the contract shall in any way affect Principal or Surety's obligation on this bond, and Surety does hereby waive notice of any changes, extension of time, alterations or additions hereunder.

SIGNED AND SEALED THIS the 23rd day of October, 2020.

Johnson Controls Fire Protection LP

By: \_\_\_\_\_  
CONTRACTOR, Ashley Alexis, Attorney-in-Fact

Federal Insurance Company

By: SURETY

By: \_\_\_\_\_  
ATTORNEY-IN-FACT, Tanya Nguyen



Notary Public in and for the State of Washington, residing at 10 State House Square, Hartford, CT 06103  
Aimee Perondine, Notary Public, Non-Resident License No. 260432

The Attorney-in-Fact, who executes this bond on behalf of Surety, must attach a copy of his Power of Attorney as evidence of his authority.



**NOTARY ACKNOWLEDGMENT OF PRINCIPAL:**

State of Connecticut

County of Hartford ss.

On this the 23rd day of October, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Ashley Alexis, who acknowledged himself/herself to be the Attorney-in-Fact of Johnson Controls Fire Protection LP a corporation, and that s/he as such Attorney-in-Fact, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

**BRENDAN FLETCHER**  
**NOTARY PUBLIC - CT 180835**  
My Commission Expires Feb. 28, 2025

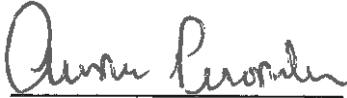
**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 23rd day of October, 2020, before me, Aimee Perondine, the undersigned officer, personally appeared Tanya Nguyen, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Federal Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: May 31, 2022

Aimee Perondine

Printed Name of Notary

**AIMEE PERONDINE**  
**NOTARY PUBLIC - CT 174145**  
MY COMMISSION EXPIRES MAY 31, 2022



**DELEGATION OF AUTHORITY**

The undersigned, Authorized Signatory of Johnson Controls Fire Protection LP, a Delaware limited partnership (the "Company"), pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by the Company on June 12, 2019, hereby authorizes:

**Ashley Alexis  
Assistant Client Services Specialist  
Willis Towers Watson  
10 State House Sq., Floor 11  
Hartford, CT 06103**

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the Company President or any Vice President.

Signed at Milwaukee, Wisconsin, this 23<sup>rd</sup> day of October 20 20

A handwritten signature in black ink, appearing to read "Craig A. Bartol".

\_\_\_\_\_  
Craig Bartol, Authorized Signatory

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
 Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samuel E. Begun, Bryan M. Caneschi, Michelle Anne McMahon, Tanya Nguyen, Aimee R Perondine, Kristopher Pisano, Donna M Planeta, Joshua Sanford, Bethany Stevenson, Rebecca M. Stevenson, Eric Strba and Nicholas Turecamo of Hartford, Connecticut

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 28<sup>th</sup> day of February, 2020.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
 County of Hunterdon

On this 28<sup>th</sup> day of February, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
 NOTARY PUBLIC OF NEW JERSEY  
 No. 2316685  
 Commission Expires July 18, 2024

*Katherine J. Adelaar*  
 Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, Nj, this **October 23, 2020**



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
 Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**INSURANCE COVERAGE QUESTIONNAIRE**

Name of Insured: \_\_\_\_\_

Contract Number: **20-50-17**

Project Name: **Retrofit HWD Headquarters Fire System to Code**

Are the following coverages and/or conditions in effect?		
	Yes	No
The Policy form is ISO Commercial General Liability form CG 00 01 or CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
Products and Completed Operation Coverage		
Cross Liability Clause (or equivalent wording)		
Personal Injury Liability Coverage (with employee exclusion deleted)		
Broad Form Property Damage with X, C, U, Hazards included		
Blanket Contractual Liability Coverage applying to this contract		
Employers Liability - Stop Gap		
Builder's "all-risk" policy.		
True Umbrella Provision with drop down provision.		

	GL	AL	Excess
Deductibles of SIR's:			
Insurer Best Rating			

This questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

\_\_\_\_\_  
Agency/Broker

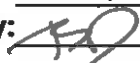
\_\_\_\_\_  
Completed by (type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Completed by (Signature)

\_\_\_\_\_  
Name of Person to Contact

\_\_\_\_\_  
Telephone Number

**Agenda Item No.:** 5.1  
**Agenda Date:** 11/24/20  
**Reviewed By:** 

Re: Authorize Contract #20-50-17 with Johnson Controls Fire Protection LP for upgrade of HWD Fire Alarm System at the District Headquarters

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input checked="" type="checkbox"/>
<i>Engineering/Operations</i>	<input type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
		Amount:		\$	<u>48,963.00</u>	
					plus tax	

**ATTACHMENTS:**

1. Resolution 20-11-24A
2. Attachment 1 – Contract #20-50-17
2. Exhibit A - Proposal

**COMMENTS:**

By passage of Resolution 19-9-16C, the Board of Commissioners declared an emergency pursuant to RCW 39.04.280(1)(e), waiving competitive bidding requirements of RCW 57.08.050, and authorizing and directing the District Manager or designee to negotiate, approve and execute the necessary contracts on the District's behalf to perform emergency repairs of the Fire Control Panel/Monitoring System.

Johnson Controls Fire Protection LP completed the emergency repairs.

The local fire code requires revisions and upgrade of other components within the system to meet current fire standards.

Staff recommends approval of this resolution.