



GENERAL SERVICES AGREEMENT – PUBLIC WORKS

Computer Room HVAC Replacement

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and Western Mechanical & Controls, LLC (hereinafter the "Contractor"). In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES PROVIDED

- A. The Contractor shall provide all necessary labor and materials to construct and complete the following services for the City:
 - 1. Work as described in Attachment A to this Agreement.
- B. Contractor acknowledges this project is a Public Work as defined in RCW 39.04.010(4) and agrees to comply with all relevant provisions of that chapter in performing this work, including but not limited to, retainage, providing bonds or equivalent, and paying prevailing wages required by that chapter and chapter 39.12 RCW.

II. CONDITIONS/ARRANGEMENTS

- A. Contractor will supply all materials, tools, equipment, and skills necessary to provide the services identified above.
- B. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.
- C. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.
- D. Contractor's Risk. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- E. Work Site Safety. The Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
- F. Prevailing Wages. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate

provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

- G. Warranty and Guarantee. The Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City's final acceptance of the entire Project. The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages, suffered by the City resulting from defects in the Contractor's work including, but not limited to, the cost of materials and labor expended by the City in making emergency repairs and the cost of engineering, inspection, and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.
- H. Correction of Defects. The Contractor shall be responsible for correcting all defects in performance of the work and/or related to materials discovered after the acceptance of this work. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in the performance of the work and/or related to the materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

III. DURATION; NOTICE TO PROCEED; TIME OF COMPLETION

Contractor agrees to perform the services under this Agreement commencing upon acceptance of this Agreement. The Contractor shall commence work within 15 working days after the City issues a written Notice to Proceed and shall complete the work before May 30, 2025. The time of beginning, rate of progress, and time of completion are essential conditions of this Agreement. Except where terminated earlier, this Agreement shall be effective from the date of Agreement execution through expiration of the warranty period.

IV. PAYMENT

- A. Total Compensation. The City shall pay the Contractor a total amount not to exceed \$277,267.76 including applicable Washington State Sales Tax, for the work and services contemplated in this Agreement, as described in Attachment A. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement, with the exception of an approved change order.
- B. Invoicing. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. The City shall pay for the portion of the work described in the invoice that has been completed by the

Contractor and approved by the City. Payment will be made in the normal course of business following receipt of invoice. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

- C. Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, including Washington state sales tax, shall be furnished for the Work, using the City of Kirkland Contract Bond Forms provided (Sections 00 61 40 and 00 61 41) covering faithful performance of the work and payment of labor, materials, and taxes. Furnish bonds issued by a bonding company licensed to transact business in the locality of the Work and approved by the Owner. The bond must state that it is provided pursuant to Ch. 39.08 RCW. Prior to execution of a Change Order, that cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.
- D. Withholding retainage: Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
- E. Defective or Unauthorized Work. If during the course of the contract the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.
- F. Final Payment: Waiver of Claims. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Agreement and receipt of the final invoice from the Contractor, the City shall pay to the Contractor all sums due as provided by this Agreement, except those required to be withheld by law or agreed to in special contract provisions. The Contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the Contractor as unsettled at the time request for final payment is made.

V. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that Contractor is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Contractor as a result of Contractor's status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

VI. CHANGES.

The City may issue a written change order for any change in the contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Agreement within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XXII, Claims, below. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VI. ASSIGNMENT

The Contractor shall not assign, subcontract, transfer, convey, pledge, or otherwise dispose of this Agreement, any part of this Agreement, or any portion of the services contemplated by this Agreement without the prior written consent of the City.

VII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this

Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

VIII. TERMINATION OF CONTRACT

The City may terminate this Contract, with or without cause, by giving ten (10) days' written notice to the Contractor. In the event that this Agreement is terminated by the City, the Contractor shall be entitled to receive compensation owed for all work specified in the Scope of Work (Attachment A) that was satisfactorily completed, as scheduled, up to the date of termination. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project, which may thereafter be used by the City without restriction.

IX. HOLD HARMLESS AND INDEMNIFICATION

- A. To the greatest extent allowed by law the Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- B. 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 services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence and Contractor's defense obligations shall be limited to the reimbursement of reasonable defense costs (including attorney and professional fees and expenses) in proportion to liability of the Contractor.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Washington's Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein, including insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types and coverage as described below:

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

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

F. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella Liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

G. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

H. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

XI. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. NOTICES/FORMAL COMMUNICATIONS

Written notices, requests, or grievances to the City shall be made to:

City of Kirkland Facilities Services,
Attention: Lee Ann Skipton
Kirkland City Hall
123 Fifth Avenue
Kirkland, Washington 98033.

XIII. GENERAL ADMINISTRATION AND MANAGEMENT

The Facilities Manager for the City shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City.

XIV. ENTIRE AGREEMENT/MODIFICATION

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

XV. CONFIRMATION OF CONTRACTOR ELIGIBILITY

Within the three-year period immediately preceding the date of the bid solicitation for this Project, Contractor has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW.

XVI. NON-ENDORSEMENT

As a result of the selection of a Contractor to perform work and supply services to the City, the Contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Contractor acknowledges that the person, firm, association, co-partnership, or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. DEBARMENT

Contractor certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

XX. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable

provision that comes as close as possible to expressing the intention of the stricken provision.

XXI. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXII. PROTEST AND CLAIMS

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

1. Claim must cover all costs and be documented: A Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor (and Subcontractors) may be entitled and may not contain reservations of rights without City's written approval; any such unapproved reservations of rights shall be without effect. At a minimum, a Claim shall contain the following information:
 - i. *Factual statement of Claim:* A detailed factual statement of the Claim for additional compensation and/or time, if any, providing all necessary dates, locations, and items of work affected by the Claim and confirming the damages asserted (time and cost) are actually caused by and/or a result of the act, event, or condition complained of;
 - ii. *Dates:* The date on which event(s) arose which gave rise to the Claim;
 - iii. *Individuals knowledgeable about Claim:* The name of each individual, including but not limited to employees of Contractor, Subcontractors, City and/or A/E believed to be knowledgeable about the Claim;
 - iv. *Support from Agreement Documents:* The specific provisions of the Agreement that support the Claim;
 - v. *Identification of other supporting information:* The identification of any documents and the substance of any oral communications that support the Claim;
 - vi. *Copies of supporting documentation:* Data and copies of any identified documents, other than the Agreement, that support the Claim;

- vii. *Details on Claim for Contract Time:* If an adjustment in the time to perform is sought, the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the time should be granted, and Contractor's analysis of its schedule to demonstrate the reason for the time extension.
 - viii. *Details on Claim for adjustment of Total Compensation:* If an adjustment in the Total Compensation is sought, the exact amount sought and a breakdown of that amount into the categories and with the detail required by Section 7; and
 - ix. *Statement certifying Claim:* A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Total Compensation or time to perform for which Contractor believes City is liable.
- B. Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this Section 11 provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).
- C. Contractor's Duty to Complete Protested Work. Regardless of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.
- D. Claims. The Contractor shall give written notice to the City of all claims, other than change orders, within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor, unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in this section regarding protests. Failure to provide a timely and complete written notification of claim shall be an absolute waiver of any claims arising in any way from the facts or events surrounding that claim. The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. The Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.
- E. Claims for consequential damages. Contractor and City waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the City for income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by Contractor for principal and home office overhead and expenses including but not limited to the compensation of personnel stationed there, for loss of financing, business and/or reputation, for losses on other projects, for loss of profit, and for interest or financing costs. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this subparagraph, however, shall be deemed to preclude an award of City's liquidated or other City delay damages, when applicable, in accordance with the Agreement, or to preclude or limit Contractor's obligation to indemnify City for damages, including direct, indirect, or consequential damages, alleged by a third party.

- F. Reciprocal Chapter 42.56 RCW rights. Contractor agrees, on behalf of itself and Subcontractors, that any invocation of RCW 42.56 at any time by Contractor or a Subcontractor, or their respective representatives, shall initiate an equivalent right to disclosures from Contractor and Subcontractors for the benefit of City. Failure to fully comply with these requirements shall constitute a material breach of the Agreement and shall constitute a waiver of all Claims by Contractor and any Subcontractor that does not fully comply.

XXIII. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

By their signature below the Contractor also certifies (or declares) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

CONTRACTOR

CITY OF KIRKLAND


Joel Ruhoff (Sep 12, 2024 14:00 PDT)


Julie Underwood (Sep 12, 2024 14:25 PDT)

(signature)

Julie Underwood, Deputy City Manager

Print Name Joel Ruhoff

Date: Sep 12, 2024

Date: Sep 12, 2024

Address 5725 164th St SW

City, Zip Lynnwood, 98037

Phone(s) 425-292-2508

SS#/Tax ID# of Payee: 83-3636007



LABOR, MATERIAL, AND TAXES BOND (PAYMENT BOND)

Surety to have an A.M. Best rating of A:VII or better.

Bond No. 67160556

KNOW ALL PERSONS BY THESE PRESENTS, that, Western Mechanical/Cntrls LLC dba Western Mechanical & Controls (**Contractor**), as Principal, and WESTERN SURETY COMPANY, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of South Dakota (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) for the use and benefit of claimants as hereinafter defined, in the sum of Two Hundred Seventy-Seven Thousand Two Hundred Sixty-Seven and 76/100 **Dollars (\$277,267.76)**, lawful money of the United States of America, plus the total amount of any extra orders issued by the City, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **PROJECT NAME: COMPUTER ROOM HVAC REPLACEMENT**, which contract is by this reference made a part hereof;

WHEREAS, the contract is a public works contract, subject to the provisions of RCW Titles 39 and 60;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for (a) all labor and material used or reasonably required for use in the performance of the contract and (b) all taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions: A claimant is defined as and includes (a) a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, (b) the state with respect to taxes incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due and (c) any other person or entity as allowed or required by law.

1. The Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution thereon. The City shall not be liable for the payment of any

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costs or expenses of any such suit or action.

- No suit or action shall be commenced hereunder by any claimant (except the state with respect to taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due) unless the claimant has sent the written notice required under RCW Title 39 to the Principal and to the City's Purchasing Agent by registered or certified mail, or by hand delivery, no later than 30 days after Final Acceptance of the Project.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety hereby waives notice of any modification of the contract or extension of time made by the City.

Signed this	<u>13th</u>	day of	<u>August</u>	, 20 <u>24</u>
Principal:	<u>Western Mechanical/Cntrls LLC dba Western Mechanical & Controls</u>		Surety:	<u>WESTERN SURETY COMPANY</u>
By:	_____		By:	_____
Title:	_____		Title:	<u>TONY NEVILLE, Attorney-in-Fact</u>
Address:	<u>5725 16th St. S. W.</u>		Address:	<u>151 North Franklin Street, 17th Floor</u>
City/Zip:	<u>Lynnwood, WA 98037</u>		City/Zip:	<u>Chicago, IL 60606</u>
Telephone:	<u>(206) 510-6413</u>	Telephone:	<u>(605) 336-0850</u>	

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM

PERFORMANCE BOND

SURETY TO HAVE AN A.M. BEST RATING OF A:VII OR BETTER.

Bond No. 67160556 Western Mechanical/Cntrls LLC dba Western Mechanical & Controls (Contractor), as Principal, and **WESTERN SURETY COMPANY** (insert name of surety), as Surety, a corporation duly organized under the laws of the State of South Dakota, (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) in the sum of ^{Two Hundred Seventy-Seven Thousand Two Hundred Sixty-Seven and 76/100} dollars (\$277,267.76), lawful money of the United States of America, plus the total amount of extra orders issued by the City to the Principal pursuant to the terms of the Contract referred to in the next succeeding paragraph hereof, for the payment whereof Principal and Surety bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **PROJECT NAME: COMPUTER ROOM HVAC REPLACEMENT**, which is hereby made a part of this bond as if fully set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

1. If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety;
2. If the Principal shall indemnify and hold the City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that the City may be subject to because of the failure or default of the Principal (a) in performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder, and/or (b) in the payment for labor, equipment, and materials by satisfying all claims and demands incurred under the Contract, and reimbursing and paying Owner all expenses that Owner may incur in making good any default by the Principal; and
3. If the Principal shall indemnify and hold the City harmless from all claims, liabilities, causes of action, damages and costs, including property damages and personal injuries, resulting from any defect appearing or developing in the material provided or workmanship performed under the Contract;

THEN THIS obligation shall be null and void; otherwise to remain in full force and effect. If the City shall declare Principal to be in default of the Contract, and shall so notify Surety, Surety shall, within a reasonable time which shall not exceed 14 days, except for good cause shown, notify the City in writing of the manner in which surety will satisfy its obligations under this Bond.

Nonpayment of the Bond premium will not invalidate this Bond nor shall the City be obligated for the payment thereof. The Surety hereby waives notice of any modification of the Contract or extension of time made by the City.

Signed this 13th day of August, 2024

Principal: <u>Western Mechanical/Cntrls LLC dba Western Mechanical & Controls</u>	Surety: <u>WESTERN SURETY COMPANY</u>
By: _____	By: _____
Title: _____	Title: <u>TONY NEVILLE, Attorney-in-Fact</u>
Address: <u>5725 16th St. S. W.</u>	Address: <u>151 North Franklin Street, 17th Floor</u>
City/Zip: <u>Lynnwood, WA 98037</u>	City/Zip: <u>Chicago, IL 60606</u>
Telephone: (206) <u>510-6413</u>	Telephone: (605) <u>336-0850</u>

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

RETAINAGE INVESTMENT OPTION

CONTRACTOR: Western Mechanical & Controls LLC

PROJECT NAME: Computer Room HVAC Replacement

DATE:

Pursuant to R.C.W. 60.28.010, as amended, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the Owner will hold your retainage as described in "Current Expense" option 1 below.

1. Current Expense: The Owner will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
2. Interest Bearing Account: The Owner will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you. Any fees incurred shall be the responsibility of the contractor.
3. Escrow/Investments: The Owner will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the Owner will issue a check representing the sum of the moneys reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the Owner and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.

The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

4. Bond-in-Lieu: With the consent of the Owner, the contractor may submit a bond for all or any portion of the amount of funds retained by the Owner in a form and from an authorized surety insurer acceptable to the Owner. Such bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in this chapter. The Owner shall release the bonded portion of the retained funds to the contractor within thirty days of accepting the bond from the contractor. Whenever an Owner accepts a bond in lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The

contractor shall then release the funds retained from the subcontractor or supplier to the subcontractor or supplier within thirty days of accepting the bond from the subcontractor or supplier.

Retainage is normally released 30 days after Final Acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature. State law allows for limited early release in certain circumstances.

CONTRACTOR:

Signature: 

Print or Type Name: Joel Ruhoff _____

Title: Managing Member _____

Date: 8/14/2024 _____

THIS FORM TO BE EXECUTED AFTER CONTRACT IS AWARDED

END OF SECTION

**GENERAL INFORMATION,
PROPOSAL,
& CONTRACT**



City of Kirkland

Specifications:

BIDDING

As requested by the City of Kirkland Public Works, this Request for Bid ("RFB") has been issued for the sole purpose and intent of obtaining bid responses from responsive and responsible bidders.

EACH BID shall constitute an offer to the City of Kirkland as outlined herein. Bid prices will include all costs associated with the performance of the contract such as equipment, engineering, design, labor, sales tax (10.3%), permits, insurance, shipping, handling, freight charges, etc.

Criterion: The Bidder shall demonstrate a proven ability to complete this project through documentation of 5 past projects of similar design, size, and cost completed by the Bidding firm. Each project shall have been completed within the past five (5) years and at least two of the projects shall have been completed for a public agency in Washington. In addition, the supervisory and lead personnel shall have successfully performed and completed similar project work.

SCOPE OF WORK

The Contractor agrees to provide all necessary labor to perform the following services for the City of Kirkland. The Contractor acknowledges this is a Public Work as defined in RCW 39.04.010(4) and agrees to comply with all relevant provisions of that chapter in performing this work, including but not limited to, providing retainage, filing an intent and paying the prevailing wages as required by that chapter.

Replacement of existing DataAire computer room air conditioning units.

New equipment should be right-sized based on current MDF Computer Room equipment.

New system design should include remote rooftop compressor, underfloor air distribution, ethernet controls, and redundancy with back-up system.

TENTATIVE BID/PROJECT SCHEDULE

- April 19, 2024 Pre-bid conference registration and security screening
- April 22, 2024 2:00 Mandatory Pre-bid conference
- April 24, 2024 Questions Due
- April 29, 2024 by 10:00 AM – Bids Due

*** BID PROPOSAL FORM ***

Computer Room HVAC Replacement

Job No. 28-24-CMO

REQUEST FOR BIDS

BID Template

Contractor: Western Mechanical & Controls, LLC

UBI: 604 558 033

Bidder shall submit one original sealed bid. Bids represent the amount proposed to be charged to the City for executing all work, including labor and materials, fees, insurance and bond costs, and costs associated with any requirements of the bid documents or contract documents.

Within the three-year period immediately preceding the date of the bid solicitation for this Project, bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. Have received training on the requirements related to public works and prevailing wage under 39.04 and 39.12 RCW or have completed three or more public works projects and have had a valid business license in Washington for three or more years thus being exempt from the training requirements.

The undersigned bids and agrees to complete all construction of the **Computer Room HVAC Replacement, Job No. 28-24-CMO** for the following:

Description	Price
Computer Room HVAC Replacement bid	\$251,376.03
Washington State Sales Tax (10.3%)	\$ 25,891.73
Total project bid	\$277,267.76

Receipt of Addenda No(s). _____ **is hereby acknowledged.**



BID DEPOSIT

Herewith find deposit in the form of a cashier's check or certified check in the amount of \$ _____ which amount is not less than five percent (5%) of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Kirkland, as Obligee, in the penal sum of _____ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

Project Name _____ Job Number _____

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

Note: If a Bid Bond is provided, it must be accompanied by a power of attorney which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Bid Bond.

CITY OF KIRKLAND NONCOLLUSION AFFIDAVIT

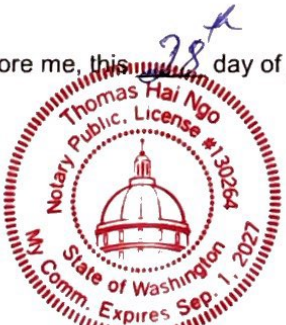
Project Name: Computer Room HVAC Replacement
Request for Bid #28-24-CMO

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being duly sworn, on oath deposes and says that the person(s), firm, association, partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

WESTERN MECHANICAL & CONTROLS _____
Firm Name Authorized Signature
JOEL RUTOFF
Type Name
MANAGER
Title

Sworn to before me, this 28th day of April, 2024



Notary Public in and for the State of Washington
Residing at _____
My Commission Expires 9/1/2027

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., ET. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

WESTERN MECHANICAL & CONTROLS
Contractor

Lynnwood WA
Location of Place Executed (City, State)


Signature of Authorized Representative

JOEL RUFFOFF - MANAGER
Name and Title of Person Signing

4-28-24
Date

Contractor's Address:

Western Mechanical & Controls, LLC
60250 164th St SW

425-292-2508
Telephone Number

5725 164th St SW

N/A
Fax Number

Lynnwood, WA 98037

Joel@westernmechanicalcontrols.com
E-mail Address

CITY OF KIRKLAND STATEMENT OF BIDDER'S QUALIFICATIONS

Contractor Name: Western Mechanical & Controls Contact: Joel Ruhoff

Business Address: 5725 164th St SW Lynnwood, WA 98037

Business phone: 425-292-2508 Fax: N/A

Number of years the Contractor has been engaged in the construction business under the present firm name:
4 years (Oct 2019)

Describe the general character of work performed by your company: HVAC- R

Service, installation, maintenance and repair.

List five projects of a similar nature which Contractor has completed within the last 5 years. Include contract amount and contact information for references, including at least 2 public projects.

Project Name	Amount	Agency/Business	Contact Name	email	Year Completed
NWTP Heat Pump Replacement	12,618.66	City of Edmonds	Michael Derrick	michael.derrick@edmonds.wa.gov	2023
2400n gas pack replacement	43,005.06	City of Mt. Vernon	Chris Phillips	cphillips@mountvernon.wa.gov	2023
Server Room Ston unit replacement	28,562.08	City of Renton	Edward Grube	egrube@renton.wa.gov	2023
Police Dept unit replacement	47,137.81	City of Stanwood	Alan Lytton	alan.lytton@ci.stanwood.wa.us	2022
Replace mini Split	8,660.03	City of Renton	Edward Grube	egrube@renton.wa.gov	2023

List major equipment anticipated to be used on this project; indicate whether Contractor-owned or to be leased from others:

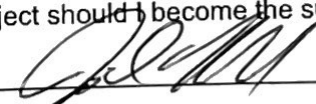
CRANE - LEASED

Bank reference(s): BECU

Washington State Contractor Registration No.: WESTEMC780J6

Uniform Business Identification No.: 604 558 033

I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the City of Kirkland project should I become the successful bidder.

Authorized Signature: 

Print Name: JOEL RUHOFF Title: MANAGER

preparing and submitting the bids.

Questions:

ALL questions must be submitted via email. Questions and responses will be provided to all contractors solicited in this Small Works process. To make information available to all proposing suppliers, no questions will be entertained after 2:00 PM on April 24, 2024.

Questions regarding the scope of work must be addressed to Facilities Services Division at Facilities@kirklandwa.gov

Questions regarding the bidding process must be submitted to Jay Gewin, Purchasing Agent at purchasing@kirklandwa.gov.

Selection and Award:

The work shall be awarded to the bidder who provides the lowest responsible priced bid per RCW 39.04.010.

The City of Kirkland reserves the right to reject any and all bids/bids and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Kirkland and the respondents to this solicitation have no appeal rights or procedures guaranteed to them.

City of Kirkland Bidder Responsibility Criteria:

It is the intent of City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have:
 - a. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). Meet responsibility criteria in RCW 39.04.350
5. Until December 31, 2019, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

Distribution of Bid Document and Addenda: This Small Works Roster Request for Bids (RFB) will be emailed directly to contractors under the appropriate category as determined by the City of Kirkland. Any addenda for this project will be e-mailed directly to all solicited contractors.

The following forms are to be executed after the contract is awarded:

1. Contract. This agreement is to be executed by the successful bidder.
2. Contractor's Declaration of Option for Management of Statutory Retained Percentage
3. Certificates of Insurance. To be executed by the successful bidder and by an acceptable insurance company. The City of Kirkland must be named as an additional insured.
4. Statement(s) of Intent to Pay Prevailing Wages. Affidavit certifying all employees of Contractor and Subcontractor shall be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Washington State Department of Labor and Industries.

SPECIAL NOTE: Prior to commencing work, the contractor and all subcontractors must have applied and paid for a City of Kirkland business license

Contract: The contract shall consist of the following documents: The Request for Bids (RFB), the accepted bid, any purchase orders issued by the City and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

Compliance with Laws: The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

General Bid Information: Submission of the proposal will signify the firm's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful firm.

Public Disclosure: Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed public records as defined in Chapter 42.56 RCW, Washington's Public Records Act ("PRA"). Any proposal containing language which purports to copyright the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to the PRA or this proposal, could be removed from consideration. The City does not accept responsibility for determining what the proposer may consider confidential or proprietary. Therefore, any information in the proposal that the proposer claims confidential and/or proprietary or otherwise exempt from disclosure under RCW 42.56.270 or any other provision of the PRA must be clearly designated as described in the

"Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the pages and portions thereof must be clearly marked and identified. With the exception of lists of prospective proposers, and except to the extent otherwise required by law, the City will not disclose proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: portions of a proposal specifically designated as confidential and/or proprietary and therefore exempt from disclosure under the PRA until such time as the proposer has a reasonable opportunity to seek a court order preventing such disclosure.

Non-Collusion: The supplier must certify that their firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered in this Request for Bids. Supplier is to complete the attached Non-collusion affidavit and submit it with the proposal.

Payment Terms: Net 45 days after delivery, acceptance, and receipt of invoice. Acceptance includes inspection and approval by City of Kirkland Public Works Department.

Non-Discrimination: The City of Kirkland requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the firm ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Jay Gewin
Purchasing Agent
City of Kirkland



Western Mechanical & Controls LLC
5725 164th ST SW
Lynnwood, Washington, 98037
Western Mechanical & Controls LLC

Phone:425-232-8150
Email: joel@westernmechanicalcontrols.com

ATTACHMENT A
Proposal #1363

Date 04/25/2024

Proposal For: City of Kirkland
123 5th Avenue
Kirkland, Washington, 98033

Job Site 123 5th Avenue
Kirkland, Washington, 98033

We are pleased to submit the following quote:

Western Mechanical & Controls is pleased to offer this proposal to replace the existing Computer Room Air Conditioners.

This Quote includes;

- Supply and install 3 Compu-Aire CRAC units
- Reuse Existing piping
- Refrigerant
- Disposal of old equipment per EPA standards
- 3 Crane picks
- Always have 2 units operating
- Labor
- Bonding

Excludes;

- Structural review and engineering
- Sheetrock removal, or repair
- Painting
- Any piping above a ceiling, below the roof line and behind sheetrock
- Anything not listed above

Total Pre-Tax	\$251,376.03
KIRKLAND- 1716(10.3%)	\$25,891.73
Price	\$277,267.76

Thank you for your time.

All prices valid for 30 days from above date.