

PUBLIC WORKS CONTRACT

(\$2,500-\$35,000 No Subcontractors Annual Term)

This Contract is entered into between Tukwila Pool Metropolitan Park District, a municipal corporation, referred to as "Owner", and **McKinstry Co., LLC**, referred to as "Contractor."

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

1. THE PROJECT

1.1. The Contractor shall perform all work and furnish all tools, materials, labor and equipment for the Owner and all work associated with the following project:

Title: **Maintenance and Service Agreement**
Contract Number: **TPMPD - 1023.**

1.2. The Project shall be performed in accordance with the following Contract Documents: see Scope of Work (Exhibit B); Certification of Compliance with Wage Payment Statutes (Exhibit A) and all other forms and documents referenced in such documents which are hereby referred to as the Contract Documents and by this reference are made a part of this Contract.

1.3. The Project shall start within **10** calendar days after the date of the written Purchase Order and be substantially completed within **n/a Annual Contract** calendar days and fully completed within an additional **n/a Annual Contract** calendar days. If the Project is not completed within the time specified, the Contractor agrees to pay to the Owner liquidated damages in accordance with the provisions contained in the Contract Documents. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the materials and for constructing and completing the Project provided for in this Contract, except for those noted in the specifications to be furnished by the Owner and installed by Contractor.

1.4. In the event of any conflict between the provisions of this Contract and incorporated Contract Documents and other terms and conditions, the provisions of this Contract shall control. The conflict shall be brought to the attention of the Owner.

1.5. The Contractor shall provide and bear all expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project provided for in the Contract Documents and every part thereof, except as mentioned in the specifications to be furnished by the Owner.

1.6. The Contractor shall guarantee the materials and work for a period of one year after completion of the Project.



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

2. COMPENSATION

2.1. The Owner shall pay the Contractor for the full performance of the Contract the sum of **\$7043** in accordance with the provisions below. Washington State Sales Tax shall be included on each statement submitted by the Contractor

2.2. The Contractor shall provide monthly statements which shall indicate the work performed as of the end of the period covered by the statement.

2.3. Statements received by the 10th day of the month and approved by the Owner will be processed for payment the same month.

2.4. The Owner shall determine the amounts owing to the Contractor based on compliance with the work requirements and on evaluations of Contractor's statements.

2.5. All monthly payments shall be subject to the withholding of retained percentage as provided in Section 14.

3. TERM, TERMINATION AND RENEWAL:

3.1. This Contract shall be effective October 1, 2019 and shall remain in effect until September 30, 2020 unless terminated earlier in accordance with the early termination provisions herein.

3.2. If Contractor breaches any of its obligations under this Contract, and fails to cure the same within five (5) days of written notice to do so, the Owner may terminate this Contract, in which case the Owner shall pay the Contractor cost incurred to date of written notice.

3.3. The Owner may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.

3.4. In the event the Owner substantially changes the scope of the Work identified in Section 1, Contractor shall have the right to terminate this Contract upon thirty (30) days written notice to the Owner.

4. BOND

4.1. Contractor shall provide a performance and payment bond to the Owner in accordance with RCW 39.08.010. Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to Owner in a form substantially in compliance with the form included in the Contract Documents. If this Contract is for less than \$150,000, Contractor may authorize the Owner in writing, in lieu of the bond, to retain 10% of the



Contract amount in accordance with RCW 39.08.010 to be held and managed consistent with the requirements specified in Paragraph 14.

5. INDEMNIFICATION AND HOLD HARMLESS

- 5.1. The Contractor shall indemnify, defend and save the Owner and its commissioners, officers, employees and agents harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Contract, or caused in whole or in part by the Contractor its employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from the sole negligence of the Owner with regard to activities within the Contractor's scope of work
- 5.2. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 5.3. In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees and volunteers, the Contractor shall pay the same.

6. INSURANCE

- 6.1. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- 6.2. The Contractor's insurance coverage shall be primary and non-contributory insurance as respects the Owner's insurance, self-insurance, or insurance pool coverage. The Contractor shall provide the Owner and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.



6.3. All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

6.3.1. The Owner and its officers, elected officials, employees, agents, and volunteers;

6.3.2. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor. Additional insured status shall include Products Completed Operations.

6.4. The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Project.

6.5. The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

7. TYPES AND LIMITS OF INSURANCE REQUIREMENTS

7.1. The Contractor shall maintain Workers' Compensation Insurance and/or Longshore and Harbor Workers Insurance as required by State or Federal statute, for all of Contractor's employees to be engaged in work on the Project under this contract. The Contractor's Labor & Industries account number shall be noted on the Certificate of Insurance.

7.1.1. A policy of Commercial General Liability Insurance, including:

Per project aggregate

Premises/Operations Liability

Products/Completed Operations – for a period of three years following final acceptance of the Project.

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap / Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)

7.1.2. Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury, each offence

\$2,000,000 Personal & Advertising Injury, Aggregate



- 7.1.3. Stop Gap / Employers' Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease - Policy Limit
 - \$1,000,000 Disease - Each Employee

- 7.1.4. Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:
 - \$1,000,000 combined single limit

8. CHANGE ORDERS

- 8.1. The Owner reserves the right to make, at any time during the Project, such changes in quantities and such alterations in the Project as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. The Contractor shall proceed with the work upon receiving a written change order approved by the Owner. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the Owner orders.

9. CLAIMS

- 9.1. The Contractor shall give written notice to the Owner of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM. 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.

10. TERMINATION

- 10.1. The Owner may terminate this Contract upon five (5) days written notice to the Contractor for any reason and without cause in which case the Owner shall pay the Contractor for costs incurred to the date of written notice.

11. CONTRACTOR RECORDS

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



12. DEFECTIVE OR UNAUTHORIZED WORK

12.1. The Owner reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this contract, and extra work and materials furnished without the Owner's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the Project, the Owner may complete the Project by contract or otherwise, and the Contractor shall be liable to the Owner for any additional costs incurred by the Owner. "Additional costs" means all reasonable costs incurred by the Owner, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The Owner further reserves the right to deduct the cost to complete the Project, including any additional costs, from any amounts due or to become due to the Contractor

13. PREVAILING WAGES

13.1. The Contractor represents under penalty of perjury of the laws of the state of Washington, that the only individuals providing services under this contract are exempt from prevailing wages pursuant to WAC 296-127-026 as either the sole owner or spouse of the owner of Contractor's company, a partner owning at least thirty percent of Contractor's Company or the president, vice president or treasurer of the Contractor's corporation if such officer owns at least thirty percent of the corporation.

Signature of Contractor

If Section 11.1 is not signed by Contractor, the following paragraph shall control.

13.2. The Contractor shall pay prevailing wages and shall comply with chapter RCW 39.12 and chapter 49.28 RCW. A Combined Notice of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be signed and provided to Owner prior to Contractor performing any work on the Project. Prevailing wage rates for the Project must be posted on the Project site. The Contractor will, at a minimum, be required to pay the prevailing wage in effect on January 1st of each year, for that years' work. All payments on the Contract may be withheld until confirmation has been received by the Owner that the prevailing wage requirements of the statute have been satisfied. The Contractor certifies that it has not been cited for two violations within the last five (5) years, and is not prohibited from bidding on public works contract.

13.3. The Contractor shall execute the Certification of Compliance with Wage Payment Statutes attached hereto as Exhibit A.

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



14. RETAINAGE

- 14.1. Pursuant to RCW 60.28, a sum of 5 percent (or 10 percent if the Contract Sum is less than \$150,000 and Contractor has requested a waiver of the performance bond requirement under Paragraph 4) of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.
- 14.2. Monies retained under this Section shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28.
- 14.3. The Contractor agrees to notify Owner within five (5) days of the receipt of any of the following:
 - 14.3.1. Notification that a lien may be claimed by any person, firm or corporation furnishing materials, supplies or equipment to for work on the project in accordance with RCW 60.28.015.
 - 14.3.2. Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.
 - 14.3.3. The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.
 - 14.3.4. In the event the retainage is insufficient to cover payment of the items set forth in Section 14.1, Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.
- 14.4. For purposes of releasing the retainage, the Owner shall close out each contract year and at the end of December and shall release the retainage in accordance with RCW 60.28.051-.080.

15. PROJECT SAFETY

- 15.1. The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work to complete the Project. The services of Owner's employees or the Owner's agents or Consultant's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.



15.2. Contractor is responsible for locating any underground utilities affected by the Project and is deemed to be an excavator for purposes of chapter 19.122 RCW. Contractor shall be responsible for compliance with chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities. Contractor is also responsible for ensuring adequate trench safety and compliance as required by the Washington State Industrial and Health Act. The Contractor shall be responsible to notify, pay for and coordinate Contractor's work with One Call service at 456-8000.

16. DISPUTE RESOLUTION

16.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days of a party notifying the other parties in writing that a dispute exists "Dispute Notice." The participating parties shall share equally the costs of mediation and each participating party shall be responsible for its own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

16.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 45 calendar days of the Dispute Notice or within 30 days of end of the mediation, either party may submit the dispute to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Superior Court as amended, located in the county in which the Project is located, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with all participating parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the arbitrator.

16.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Superior Court of the County in which the Project is located. The court shall determine all questions of law and fact without empanelling a jury for any purpose.

16.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

16.5. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses of arbitration



including expert witness fees, paralegal costs and copying costs as determined by the arbitrator or court including costs and fees incurred on appeal.

17. SUSPENSION OF THE WORK

- 17.1. The Owner may, at any time suspend the Project, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor within fourteen (14) calendar days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall not reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.
- 17.2. Suspension of the Project by the Owner shall not furnish any ground for claim by the Contractor for damages or extra compensation, but the period of such suspensions shall be taken into consideration in determining the revised date for completion as hereinafter provided. The Contractor shall not suspend work under the contract without the written order of the Owner as stated in the preceding paragraph. The Contractor will be required to work a sufficient number of hours per day in order to complete the project within the days specified. The Owner shall determine the question as to the necessity of discounting any portion of the work by reason of unfavorable weather conditions.
- 17.3. Upon failure of the Contractor to carry out the orders of the Owner or to perform work under the contract in accordance with its provisions, the Owner may suspend the work for such period, as Owner deems necessary. Time lost by reason of such failure or in replacing improper work or materials shall not furnish any ground to the Contractor for claiming an extension of time or extra compensation and shall not release the Contractor from damages of liability from failure to complete the work within the time prescribed.

18. PLANS AND WORKING DRAWINGS

- 18.1. Upon receipt of award of contract, the Contractor shall carefully study and compare all drawings, specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the Owner any error, inconsistency or omission in respect to design, mode of construction or cost which Contractor may discover. If the Contractor, in the course of this study or in the accomplishment of the Project, finds any discrepancy between the drawings and the physical condition of the locality as represented in the drawings, or any such errors or omissions in respect to design, mode of construction or cost in the drawings or in the layout as given by points and instructions, it shall be Contractor's duty to inform the Owner immediately in writing. Any work done after such discovery, until correction of drawings or authorization of extra work is given, if the Owner finds that extra work is involved, will be done at the Contractor's risk. If extra work is involved, the procedure shall be as provided in changes in the Project.

19. FINAL ACCEPTANCE

- 19.1. All material and completed work are subject to final inspection by the Owner.



19.2. Completion and/or Correction of Project and Remedies Before Final Payment: If the Contractor should neglect to prosecute the Project properly and/or fail to perform any provision of this contract, the Owner after seven (7) calendar days' written notice to the Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and deduct the cost thereof from payments then or thereafter due the Contractor.

19.3. The Contractor shall promptly remove from the construction site all materials condemned by the Owner as failing to conform to the contract, whether incorporated in the Project or not; and the Contractor shall promptly replace and re-execute the work in accordance with the intent of the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within the period herein above described, the Owner may remove and store any such material at the expense of the Contractor. If the Contractor does not pay the cost of such removal within ten (10) calendar days from the date the notice to the Contractor of the fact of such removal, the Owner may, upon an additional ten (10) calendar days' written notice, sell such materials at public or private sale, and deduct all costs and expenses incurred, including costs of sale, accounting to the Contractor for the net proceeds remaining, and the Owner may bid at any such sale. The Contractor shall be liable to the Owner for the amount of any deficiency from any funds otherwise due the Contractor.

19.4. The Contractor shall bear the risk of loss or damage for all finished or partially finished work until the Owner finally accepts the entire contract.

20. SUPERINTENDENT AND SUPERVISION

20.1. The Contractor shall keep on the construction site during progress of the Project a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The superintendent shall represent the Contractor in Contractor's absence and all directions given to the superintendent shall be as binding as though given to the Contractor. Instructions to the Contractor shall be confirmed in writing upon Contractor's request in each case. The Contractor shall give efficient supervision to the Project, using Contractor's best skill and attention.

21. GENERAL CONTRACTOR RESPONSIBILITIES

21.1. Permits, permission under franchises, licenses and bonds of a temporary nature necessary for and during the prosecution of the Project, and inspection fees in connection therewith shall be secured and paid for by the Contractor. Where the Owner is required to secure such permits, permission under franchises, licenses and bonds against the Contractor the Owner may offset the costs incurred against the contract price.



21.2. The Contractor shall continuously maintain adequate protection of the Project from damage and shall protect the Owner's property from injury or loss arising in connection with or during the existence of this contract. Contractor shall make good any such damage, injury or loss, except such as may be directed due to errors in the Contract Documents or caused by agents or employees of the Owner. Contractor shall adequately protect adjacent property from loss or damage occasioned by performance of the work. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

22. WARRANTY

22.1. Upon acceptance of the contract work, contractor must provide the Owner a one-year warranty bond in a form and amount acceptable to the Owner. The contractor shall correct all defects in workmanship and materials within one (1) year from the date of the Owner's acceptance of the contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the Project shall extend for one (1) year from the date such correction is completed and accepted by the Owner. The contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the Owner of the defect. If the contractor does not accomplish the corrections within a reasonable time as determined by the Owner, the Owner may complete the corrections and the contractor shall pay all costs incurred by the Owner in order to accomplish the correction.

23. LIMITATION OF ACTIONS

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

24. MISCELLANEOUS PROVISIONS

24.1. Independent Contractor. The parties intend that the Contract Document will create an independent contractor relationship.

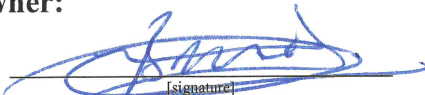
24.2. Nondiscrimination. In the hiring of employees for the performance of work under the Contract Documents the Contractor, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

24.3. Nonwaiver of Breach. The failure of the Owner to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.



- 24.4. **Governing Law.** The Contract Documents shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Owner and Contractor under any of the provisions of the Contract Documents, resolution of that dispute shall be available only through the jurisdiction, venue, and rules of the Superior Court of the County in which the Project is located.
- 24.5. **Written Notice.** All communications regarding the contract shall be sent to the parties at the addresses listed on the signature page of the contract, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the contract.
- 24.6. **Assignment.** Any assignment of this contract by the Contractor without the written consent of the Owner shall be void.
- 24.7. **Modification.** No waiver, alteration, or modification of any of the provisions of the Contract Documents shall be binding unless in writing and signed by a duly authorized representative of the Owner and Contractor.
- 24.8. **Severability.** If any one or more sections, sub-sections, or sentences of the contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of the contract and the remainder shall remain in full force and effect.
- 24.9. **Entire Agreement.** The written provisions and terms of the Contract Documents, which include these General Conditions as well as the mechanical, electrical, and structural consultants' specifications, provisions, and plans, together with any attached exhibits, supersede all prior verbal statements by any representative of the Owner, and those statements shall not be construed as forming a part of or altering in any manner the Contract Documents. The Contract Documents and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to the Contract Documents conflict with any language contained in the Contract Documents, the terms of the Contract Documents shall prevail.

For the Owner:

By: 
[signature]

Name: Brad Harpin
[printed]


Title: Director of Aquatics
 Operations

EIN: 45-3190673

UBI Number: 603-151-833

Dated: 9/18/2019

For the Contractor:

By: 
[signature]

Name: Mark Eaton
[printed]

Title: Operations Director

UBI Number: 602569922

Contractor Registration
 Number: MCKINCL942DW

Dated: 9/16/19



EXHIBIT A

Certification of Compliance with Wage Payment Statutes

The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the Contractor 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.

McKinstry Co, LLC

Contractor’s Business Name

Digitally signed by Mark Eaton
Date: 2019.09.16 20:56:32-0700'

Signature of Authorized Official*

Mark Eaton

Printed Name

Operations Director

Title

9/16/19

Date

Seattle

City

WA

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

Washington

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.*



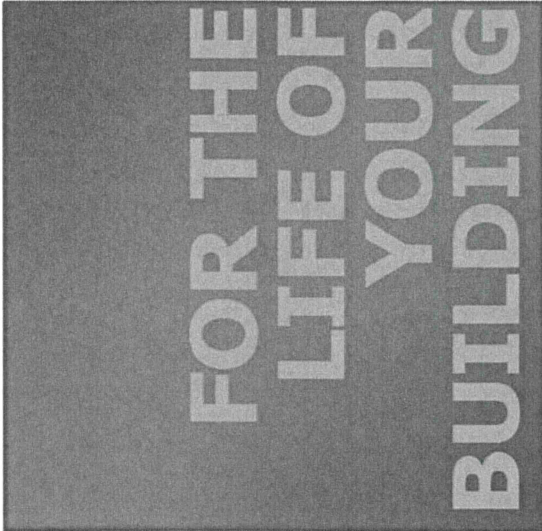
EXHIBIT B

Scope of Work



Tukwila Pool MPD

TUKWILA, WA
September 2013



Scope of Coverage

Our scope of coverage for City of Tukwila Pool, Tukwila location, includes maintenance services as described below and in more detail in "Schedule" and "Task Lists."

SPECIFIC SCOPE OF COVERAGE

1. Fan filter change maintenance (four times annually)
2. Belt change (one time annually)
3. Grease motors (one time annually)
4. Predictive maintenance services (one time annually)
5. Boiler, water heater, and pumps preventive maintenance (one time annually)
6. Plumbing backflow preventive maintenance (one time annually)
7. Dryer vent cleaning (exhaust grills) women and men's locker rooms (annually)

GENERAL SCOPE OF COVERAGE

1. Written reports for maintenance inspections
2. Written reports for service calls
3. Priority scheduling and response for all McKinstry service offerings
4. 24x7 Emergency Response availability
5. 30-minute call back and 4-hours on site for emergency service calls
6. Service history tracking by Equipment ID for all equipment under contract
7. Preferred service rates for all services

COMMENTS/CLARIFICATIONS

- Grease motors annually
- Belt changes in January
- Filter changes completed by McKinstry (mechanics with filters supplied by Metropolitan Park District)
- Optional flue gas analysis in March



TWO CITY MARKET PLACE FOR TUGWILA POOL MPD (METROPOLITAN PARK DISTRICT)



Equipment List for Tukwila Pool Metropolitan Park District

Site: Tukwila Pool MPD

4414 South 144th
Tukwila, Wa

Tag Number	Equipment Type	Manufacturer	Criticality 1 or 2 or 3	Duty Cycle		Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
				Light Medium Heavy	Clean Moderate Dirty						
SF-01	Fan Supply (6 to 25 HP)	Built Up	2	Heavy	Moderate		Main Pool Supply Fan			Upper Mechanical Room	
SF-02	Fan Supply (up to 5 HP)	Built Up	3	Medium	Moderate		Locker Room Supply Fan			Ceiling	
EF-01	Fan Utility Set (up to 5 HP)	Built Up	3	Medium	Moderate		Locker Room Exhaust			Ceiling	
GR-01	Coil Cleaning	N/A	2	Medium	Moderate		Exterior Grill Cleaning			Exterior	
DMP-01	Equipment Survey	Damper Check	3	Medium	Moderate		Check Damper Operation for Main Pool Air Handler			Upper Mechanical Room	
B-01	Boiler Gas Oil (up to 300,000 Btu)	DE District	1	Heavy	Moderate		Gas Boiler	530726	3.2M Output	Lower Mechanical Room	
WH-01	Water Heater Gas	AO Smith	2	Medium	Moderate		Domestic Water Heater	BTH 500A104	1244M002 0101	Lower Mechanical Room	
BF-01	Backflow Device Domestic	Watts	3	Medium	Clean		Backflow	Field Verify	Field Verify	Lower Mechanical Room	
BF-02	Backflow Device Domestic	Watts	3	Medium	Clean		Backflow	Field Verify	Field Verify	Lower Mechanical Room	





Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule													
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
P-01	Pump Hot Water (up to 30 HP)	Hot Water Pump					MI								MI	
P-02	Pump Hot Water (up to 30 HP)	Hot Water Pump					MI								MI	
P-03	Pump Circulation (up to 30 HP)	Pool Circulation Pump					MI								MI	



**Pump Circulation
Minor Inspection
Preventive Maintenance Task List**

Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with site contact

Operational Inspection

- Verify operation
- Note any abnormal vibration or noise

Performance

- Record pump discharge pressure
- Record pump suction pressure

Defects

- Check for loose or burned wiring
- Check trip all trip points

Controls

- Check all terminations in control panels
- Exercise controls

Lubrication

- Lubricate motor bearings
- Lubricate solid coupling
- Check pump oil level

General Maintenance

- Check isolation valve packing
- Check isolation valves for leaks

Drive Components

- Check coupling guard security
- Check coupling alignment

Pump

- Check packing or mechanical seals for leaks
- Repair if required
- Inspect gaskets for leaks & deterioration
- Check all hold down bolts
- Check impeller clearance

* Not all tasks are applicable to all equipment



**Pump Hot Water
Minor Inspection
Preventive Maintenance Task List**

Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with site contact

Operational Inspection

- Verify operation
- Note any abnormal vibration or noise

Performance

- Record pump discharge pressure
- Record pump suction pressure

Defects

- Check for loose or burned wiring
- Check trip all trip points

Controls

- Check all terminations in control panels
- Exercise controls

Lubrication

- Lubricate motor bearings
- Lubricate solid coupling
- Check pump oil level

General Maintenance

- Check isolation valve packing
- Check isolation valves for leaks

Drive Components

- Check coupling guard security
- Check coupling alignment

Pump

- Check packing or mechanical seals for leaks
- Repair if required
- Inspect gaskets for leaks & deterioration
- Check all hold down bolts
- Check impeller clearance

* Not all tasks are applicable to all equipment





**Backflow Device (Domestic)
Annual Inspection
Preventive Maintenance Task List**

Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with contact person

Performance

- Test and calibrate
- Check valve operation with test test

Inspection

- Check for dirt or debris
- Check for damage
- Check for worn or loose disc
- Check for worn or loose guide assembly
- Check for corrosion buildup

General Maintenance

- Check for leaks under pressure
- Bleed air from backflow preventer

Documentation

- File report with water purveyor

* Not all tasks are applicable to all equipment



**Water Heater Gas
Operational Inspection
Preventive Maintenance Task List**

Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with site contact

Operational Inspection

- Verify overall operation

Performance

- Drain several gallons from tank to remove sediment
- Check water temperature

Safeties

- Check for loose or burnt wiring
- Check trip all trip points

Electrical

- Check electrical contacts for wear & pitting
- Check and tighten electrical connections

Burner

- Check ignition system
- Check burners
- Check flame quality
- Check for CO traces
- Check flue

Thermostat

- Check operation with amp meter

Pressure Relief Valve

- Check valve operation
- Check for leaks
- Check for corrosion

General Maintenance

- Check for water leaks
- Check for corrosion

Optional Tasks

- Check sacrificial anode
- Check pressure relief valve

* Not all tasks are applicable to all equipment



**Fan Supply
Major Inspection
Preventive Maintenance Task List**

Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with site contact

Operational Inspection

- Verify operation of unit
- Note any abnormal vibration or noise

Performance

- Check & records motor amps
- Check fan speed

Safeties

- Check for loose or burnt wiring
- Check all trip points

Electrical

- Check electrical contacts for wear & pitting
- Check and tighten electrical connections

Controls

- Check all terminations in control panels
- Exercise controls

Drive Motor

- Check for dirt & debris around end bell
- Check motor cooling fan
- Check motor mounting fasteners
- Check bearings for wear and end play
- Check motor mtg bracket

Drive Components

- Check sheaves for wear
- Check sheave set screws
- Check drive belts for wear & cracking
- Check sheave alignment
- Check belt guard alignment
- Check bearings for wear and end play

* Not all tasks are applicable to all equipment

Fan

- Check for correct fan rotation during wind down
- Check fan for obstructions or debris
- Check fan blades for cracks
- Check fan blades for dirt build-up
- Check fan to housing clearances
- Check & tighten bearing collar set screws
- Check rain guard

Lubrication

- Lubricate motor and fan bearings

General Maintenance

- Check for corrosion

Housekeeping

- Wipe off any excess lubricants
- Cleanup work area



**Fan Supply
Minor Inspection
Preventive Maintenance Task List**

Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with site contact

Operational Inspection

- Verify operation of unit
- Note any abnormal vibration or noise

Safeties

- Check for loose or burnt wiring

Controls

- Check all terminations in control panels

Drive Motor

- Check for dirt & debris around end bell
- Check motor cooling fan
- Check motor mounting fasteners
- Check bearings for wear and end play
- Check motor mounting bracket

Drive Components

- Check sheaves for wear

Fan

- Check for correct fan rotation during wind down
- Check fan for obstructions or debris
- Check fan blades for cracks
- Check fan blades for dirt build-up
- Check fan to housing clearances

- Check rain guard

Lubrication

- Lubricate motor and fan bearings

General Maintenance

- Check for corrosion

* Not all tasks are applicable to all equipment



MAINTENANCE & SERVICE AGREEMENT

Contractor
McKinstry Co. LLC
5005 3rd Avenue South
Seattle, WA 98134
Phone: 206-762-3311
Fax: 206-716-3480
Email: kyrier@mckinstry.com

Customer
Tukwila Pool MPD
4414 S 144th St.
Tukwila, WA. 98168
Phone: 206.267.2350
Fax:
Email: operations@tukwilapool.org

Agree preventive maintenance and repair service will be provided at: Customer Address Above

In accordance with the enclosed specifications, the terms and conditions set forth in this agreement; and other attachments which are made a part of this agreement:

Maintenance shall commence on	10/1/2019	
At an annual fee of:	\$ 7,043.00	Annually
Which is payable:	\$ 1,760.75	Quarterly
Sales Tax excluded if applicable		
PRE-AUTHORIZED REPAIR LIMIT	\$ 750.00	

This agreement shall continue in effect for a period of one (1) year, and from year to year thereafter, except that either party may provide written notice to the other party of an intention not to continue with thirty (30) days written notice.

Contractor agrees to provide repair service to the customers, twenty-four (24) hours per day seven (7) days per week at the contracted rates quoted by the contractor. All repair services performed shall be billed separate of the maintenance agreement and shall not be deemed a part of the preventive maintenance program. It is further agreed that the customer shall be billed for any and all components and materials required to successfully complete such repairs. MCKINSTRY CO. will increase this maintenance agreement each year at renewal based on the annual Consumer Price Index (CPI) or Union Labor Contract increases, whichever is greater, not to exceed 4% annually. CPI Index will be calculated by using annual rate for the prior calendar year rounded to the nearest whole number, Union Labor increases will be based on percentage of total salary package increase rounded to the nearest whole number.

Proactive Maintenance		
<input checked="" type="checkbox"/> Energy STAR Benchmark	<input checked="" type="checkbox"/> Operational Assessment	<input type="checkbox"/> Audit/Optimization Proposal
<input type="checkbox"/> Energy Expert	<input type="checkbox"/> Water Audit	
Predictive Maintenance		
<input checked="" type="checkbox"/> SPM Bearing Analysis	<input type="checkbox"/> Computer/Laser Alignment	<input type="checkbox"/> Vibration Analysis
<input type="checkbox"/> Motor Circuit Analysis	<input type="checkbox"/> Eddy Current Analysis	<input type="checkbox"/> Refrigerant Analysis
<input type="checkbox"/> Oil Analysis	<input type="checkbox"/> Other	
Preventive Maintenance		
HVAC	PLUMBING	CONTROLS
<input checked="" type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Backflow Devices	<input type="checkbox"/> Connection Agreement
<input type="checkbox"/> Service/Repair/Replace	<input type="checkbox"/> Jetting/Camera	<input type="checkbox"/> Controls Maintenance
<input type="checkbox"/> Water Treatment	<input type="checkbox"/> Drain Maintenance	<input type="checkbox"/> Remote Alarming/Monitoring
<input type="checkbox"/> Chillers/Centrifugal	<input checked="" type="checkbox"/> Boilers	<input type="checkbox"/> Other
FACILITY SERVICES	FIRE	OTHER SERVICES
<input type="checkbox"/> Service Desk	<input type="checkbox"/> Sprinkler Confidence Testing	<input type="checkbox"/> Compressed Air Systems
<input type="checkbox"/> Info Center	<input type="checkbox"/> Fire Alarm Testing	<input type="checkbox"/> Vacuum-Pumps
<input type="checkbox"/> Facility Mgr./Coordinator	<input type="checkbox"/> Fire Alarm Monitoring	<input type="checkbox"/> Hood-Cleaning
<input type="checkbox"/> Other	<input type="checkbox"/> Fire Extinguishers	<input checked="" type="checkbox"/> Other (Vent cleaning)

This agreement is accepted by:
McKinstry Co. LLC:

Tukwila Pool MPD

Signature (Authorized Representative)

Signature (Authorized Representative)

Name (Authorized Representative)

Name

Kyrie Rector

Title

Name

Senior Account Manager

Title

9.4.2019



Scope Clarifications

CUSTOMER OBLIGATIONS

The customer shall be responsible for and agrees to: a) properly operate the equipment in accordance with the applicable recommended procedures and operating manuals; b) ensure that qualified personnel are provided for such operation; c) promptly report unusual equipment operating conditions or operations; d) furnish to McKinstry clean and secure access to all equipment to be serviced; and e) provide professional cooling tower water treatment as needed.

EXISTING EQUIPMENT

All work within the Scope of Coverage assumes that the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonable start-up, unless otherwise agreed to in writing, repair charges will be submitted for approval. McKinstry shall not be liable for failure to discover conditions necessitating further repair or replacements nor shall any inspections be construed as an approval or guarantee of the system or equipment. For necessary repairs that are not approved, the non-maintainable items will be suspended from the Scope of Coverage. McKinstry reserves the right to charge an inspection fee if the repairs are not authorized.

Any work not specifically included in the repair submittal is specifically excluded. McKinstry will not be required to make safety test or install new attachments, additional controls, or equipment directed by insurance companies or other authority that are outside of the proposed repair. Those would be additional services if required, and must be agreed to in writing.

SERVICE AVAILABILITY

Unless otherwise agreed to, McKinstry agrees to provide service availability during normal business hours, i.e., 7:00 AM to 4:30 PM, Monday through Friday, holidays excepted, and service at other than normal business hours, if contracted for, at the hourly rate and terms, including vehicle charges or special assessments, then in effect McKinstry.

If any emergency service call is made at Customer's request and inspection does not reveal any defect for which McKinstry is responsible, Customer will be liable for regular charges prevailing for such service. Customer acknowledges that there is a minimum charge of one (1) hour.

McKinstry shall have full and free access to the equipment to provide service. If persons other than representatives of McKinstry perform maintenance or repair of a unit of equipment, and as a result further repair by McKinstry is required, such repairs will be made at McKinstry's applicable time and material rates and terms then in effect.

EXCLUSIONS

Maintenance Service does not include: (a) water supply and drain beyond the subject equipment; (b) equipment housing, casing or enclosure; (c) electrical service beyond the equipment disconnect switch, or service requirements due to power failure; (d) damage caused by freezing; (e) work required by government codes, building and union regulations; (f) repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or other than ordinary use; (g) repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment; (h) emergency calls resulting from system design problems; (i) non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, and boiler vessels. Plumbing services and energy management and emergency calls resulting from energy management activities will only be included if specifically noted and agreed to within the Scope of Services.



Terms & Conditions

PERFORMANCE OF WORK. McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

CHARGES AND TERMS. Maintenance contract charges will be invoiced in advance, except for any time and material accounts and any extra work which will be invoiced.

PAYMENTS. Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due. If payment is not made for invoiced work or for any other breach of this Agreement, McKinstry may pursue any legal remedies it may have and may suspend or terminate the service agreement.

TERM. Unless otherwise agreed to, after the initial term, this agreement shall remain in effect from year to year or until canceled by either party on 30 days written notice. Maintenance agreements will be renewed each year at an increase based on the annual Consumer Price Index (CPI) or Union Labor Contract increases, whichever is greater, not to exceed 4% annually. CPI Index will be calculated by using the annual rate for the prior calendar year rounded to the nearest whole number, Union Labor increases will be based on percentage of total salary package increase rounded to the nearest whole number. McKinstry reserves the right to adjust the price on a yearly basis due to changes in the labor or material rates.

DISPUTES. In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE. Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY. Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

INDEMNIFICATION. Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

DAMAGES LIMITATION. Neither party shall be liable for any consequential, indirect, special, incidental,



Service Contacts

McKinstry is staffed to respond to your service requests 24-hours a day/365 days per year. Our goal is to meet and exceed your expectations in everything we do.

To ensure the quickest and best response from our Service Team, please direct all service requests and service technician scheduling issues to our Dispatch Team or Regional Accounts Team. They are equipped to respond quickly and efficiently to all requests. Every time you request service, your issue is time and date stamped for prioritizing and tracking purposes.

Listed below are your service contacts, their phone numbers and email addresses and a brief description of their responsibilities. We encourage you to contact any team members as they are dedicated to providing you the highest quality service in the Northwest. These contacts are available during standard business hours of 7:00 AM to 4:30 PM. For after hours emergency service, see our emergency response procedures.

DISPATCH TEAM (Email all requests for dispatching a technician to: dispatch@mckinstry.com.)

NWAC
Dispatch Team phone 206.762.5900 email: dispatch@mckinstry.com

Fire Sprinkler
Lynne Sorenson phone 206.762.5900 email: lynne@mckinstry.com

Our dispatchers are your main contact for service calls, arranging maintenance visits and scheduling field technicians. They are your first point of contact whenever you need to have any service work performed whether it is a repair or scheduled maintenance.

McKinstry's Regional Accounts Team has been assembled to provide our multi-location clients with a dedicated service operations team that handles all of their needs. Every aspect of the account is handled within the Regional Accounts Team from sales and dispatch to billing and customer service.

SERVICE ACCOUNT MANAGER

Kylie Rector phone 252.449.6557 email: kylie@mckinstry.com

Your Account Manager is responsible for maintaining personal contact with you and ensuring that McKinstry Service meets and exceeds your expectations. In addition, your Account Manager will serve as your liaison with all other departments within McKinstry. Your Account Manager is responsible for aligning you with any McKinstry resources you need to help you take care of your facility.

Obtaining Service

McKinstry Service has a large fleet of vehicles with licensed, union trained technicians available to respond to your needs. Each on-call technician is permanently assigned with the needed technology and smart-phone to enable quick response to emergency situations.

SEATTLE EMERGENCY RESPONSE

REGULAR SERVICE CALLS: 206.762.3211 or 206.762.5900 the switchboard will direct your call (Normal working hours are Monday - Friday 7:00 AM - 4:30 PM).

EMERGENCY SERVICE AFTER-HOURS: 206.762.3211 or 206.762.5900 (You will be connected to our after-hours operator.)

The appropriate technician will be notified and your call will be returned within 15 minutes.

For non-emergency or next business day service messages (after-hours), call 206.762.3211 or 206.762.5900 and you will be transferred to our after-hours operator. Your call will be returned the next normal business morning.



FACILITY SERVICE PLAN FOR TUKWILA POOL METROPOLITAN PARK DISTRICT



FACILITY SERVICE PLAN FOR TUKWILA POOL METROPOLITAN PARK DISTRICT



RIGOROUSLY TRAINED: HIGHLY QUALIFIED

It's your guarantee that you're getting the best-trained heating, cooling, plumbing & fitting service technicians available in the industry. The United Association S.T.A.R. Certification means these technicians have completed a stringent 5 year training program and have passed the UA S.T.A.R. Certification exam, giving them service journeyman status and over 30 hours of college credit toward an Associates Degree in HVACR or Construction Supervision. The UA S.T.A.R. program was developed jointly by the UA and Ferris State University, one of the most highly acclaimed providers of education programs in the mechanical industry. Technicians are tested by an independent testing corporation NITC.

Tested for expertise in:

Mechanical Systems	Steam System	Safety
Electrical Systems	Plumbing	Mathematics
Controls	Ventilation	Customer Service
Air Conditioning	Piping	Refrigeration
Heating	Lifting Equipment	

These technicians work more efficiently, work safer and work smarter. Your job gets completed on time and you save money because the work is done efficiently. And you have the peace of mind of knowing it's done right.

VALUE

McKinstry will actively work toward reducing your operational costs by focusing on your system holistically as opposed to just considering individual pieces of equipment. We will keep you involved in the process and always use resources, methods and materials that provide the best long term value to your needs.

SATISFACTION

McKinstry will resolve issues to your satisfaction. We will strive to continually improve our level of service by actively measuring customer satisfaction and acting on the recommendations from our customers.

COMMUNICATION

McKinstry will diligently listen to our clients and then provide timely, respectful and comprehensive communication to them. We will notify our customers prior to arriving on site, checking in with the appropriate site contact, documenting our findings in writing, providing solutions on site whenever possible and checking out with the appropriate site contact. We will keep our clients involved in the process. We will do what we say and say what we do.

SAFETY

McKinstry will provide a culture of safety first and perform all work in a professional manner that puts the safety of our team and our client's team first and foremost. We will always leave your facility cleaner and safer than we found it.

PEOPLE

McKinstry will hire, train and retain the most qualified, committed and professional office staff and field technicians in the facility service industry. We will empower our people to take ownership, responsibility and accountability by providing them with them with the appropriate resources, training and coaching.

INTEGRITY

McKinstry will be honest, ethical, fair and equitable in all business dealings with our clients, suppliers and employees.



FACILITY SERVICE PLAN FOR TUKWILA POOL METROPOLITAN PARK DISTRICT



FACILITY SERVICE PLAN FOR TUKWILA POOL METROPOLITAN PARK DISTRICT

