



GENERAL SERVICES AGREEMENT

NE 132nd St and 124th Ave NE Signal Cabinet Repair

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and PGI Parent LLC dba Prime Electric 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 agrees to provide all necessary labor to perform the following services for the City as included in Attachment A to this Agreement.
- B. The Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct.

II. CONDITIONS/ARRANGEMENTS

- A. Contractor will supply all materials, 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 Agreement, 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.

III. DURATION

Contractor agrees to perform the services under this Agreement commencing upon acceptance of this agreement and completed by June 30, 2024.

IV. PAYMENT

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$128,648.00. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.
- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

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. ASSIGNMENT

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without written prior consent to 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 AGREEMENT

The City or the Contractor may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

IX. HOLD HARMLESS AND INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless 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.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, 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 the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. 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 agreement. 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.

1. **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.

G. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of 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 Public Works Department, Attention: Pauley Maneevong
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033.

XIII. GENERAL ADMINISTRATION AND MANAGEMENT

The Public Works Department 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. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant 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.

XVI. NON-COLLUSION

By signature below, the Consultant 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.

XVII. 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.

XVIII. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XIX. DEBARMENT

Recipient 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.

Agreed to and executed this 5th day of April, 2024.

CONTRACTOR:

CITY OF KIRKLAND:

Oliver Whitehead
Oliver Whitehead (Apr 4, 2024 08:54 PDT)

Julie Underwood
Julie Underwood (Apr 5, 2024 16:00 PDT)

(signature)

Print Name Oliver Whitehead

Date: Apr 5, 2024

Address 3460 161st Ave SE

City, Zip Bellevue, WA 98008

Phone(s) 425-747-5200

SS#/Tax ID# of Payee:
87-1879856

Attn: **Brian Dalseg** Date: **1/9/2024**
 Company: **City of Kirkland** Re: **NE 132nd St and 124th AVE NE**
 Address: **915 8th St, Kirkland WA 98003** Project Number:
 Phone: **425-587-3918** From: **Tyler Boyer**
 Cell: **425-864-3334** E-Mail: tboyer@primee.com
 Email: bdalseg@kirklandwa.gov Phone: **425-518-1840**

Item #	Item Description	QTY	UNIT	UNIT COST	EXTENDED
1	NE 132 nd St 7 124 th AVE NE Signal Rebuild	1	LS	\$62,235.00	\$62,235.00
2	Traffic Control	10	DAY	\$2,350.00	\$23,500.00
3	Uniform Police Officers	160	HR	\$176.00	\$28,160.00
4	Electrical Permit	1	LS	\$2,030.00	\$2,030.00
5	Right of Way Permit	1	LS	\$815.00	\$815.00
Sales Tax at 10.2%					\$11,908.00
Total					\$128,648.00

Item 1 - NE 132nd St 7 124th AVE NE Signal Rebuild

- Relocate Signal Cabinet to temporary apparatus and reconnect wiring
- Demo/removal of existing signal/service cabinet foundation
- Furnish and installation of Signal Controller/Service Cabinet foundation
- Furnish and installation of permanent and temporary PVC conduits
- Repull existing signal and lighting wiring for final permanent connections
- Relocation of Signal Controller & service cabinet for Permanent configuration
- Landscape restoration
 - Includes topsoil and grass seed

Item 2 – Traffic Control

- Provide Right Lane closure on NE 132nd Street
- Provide Pedestrian control via bike lane and flagger
- Traffic Control Plans
- Traffic Control is for (10) Working Days

Item 3 – Uniform Police Officer

- Provide (2) UPO's for each working Day
- UPO's will be onsite for (8) Hours per day

Item 4/5 – Permits

- Provide Electrical Permit (up to \$1,720.00)
- Provide ROW Permit (up to \$691.00)

Terms and Conditions:

- All conduit, wire shown and qualified above if shown to enter building is only accounted for to building footprint. No work included for work inside buildings.
- All access into the above identified scope of work area will be coordinated prior to commencement. Access will be provided in a timely manner to all facilities where work is requested. Delays and/or interruptions resulting from lack of access may result in additional charges.
- Traffic control coordination is required and will be coordinated and provided by General Contractor.
- All work will be performed in accordance with standards, state, and local codes in effect at the time of quote.

- Provisions for a lay-down area for secure on-site storage and job shack location will be coordinated prior to commencement of scope.
- Change Order: If changes are required during this project, a written contract modification will be prior to procurement or execution of change order. 100% Plans may represent a change.
- Contingent upon mutually agreeable project schedule and contract documents.
- Assumption of scope, terms and conditions, and specific exclusions to be incorporated into contract documents.
- Deletion of scope must be agreed upon by Prime Electric prior to award.
- Standard Insurance included.
- Payment Terms: Standard payment terms are net 30 from the date of invoice with 5% retention, released 60 days following final invoice.
- Confidential Information: This bid information is confidential and proprietary, for use only by its intended recipients.
- Liquid damages will be assessed only if they are caused by Prime's scope
- **PSE Connection Fees excluded**
- **City of Kirkland to provide Controller and Service Cabinets**
- **Lead time on signal poles is being Quoted at 4-6 months after receipt of stamped approved submittals.**

*****Note:** Due to continued daily fluctuation of prices, our price presented is good for a time of 30 days.

Specific Exclusions:

- Utility company fees
- Engineering, Survey, and/or Layouts.
- All Excavation & Backfill (Foundation and Conduit excavation included)
- Any Select backfill
- Dewatering over a standard 2" Pump
- Culvert or Steel Casing
- Irrigation Cabinets or foundations
- Concrete, asphalt & landscaping; saw cutting/demo/temp restoration/permanent restoration (Unless noted above)
- Removal of existing concrete foundations and backfill (Unless noted above)
- Temp site power, temp signal and temp lighting
- Concrete Collars around Junction boxes or poles
- All work of other crafts.
- Weekend or Night premiums (Standard work hours of 7am-3:30pm)
- Hazardous Material Handling and Disposal or Unforeseen Subsurface Conditions

Our goal is to provide quality construction with competitive pricing; we can accomplish this with your feedback. If you should require any additional information regarding our bid response or could offer feedback to improve our bid response, please contact me.

Respectfully,

Tyler Boyer

Tyler Boyer
Project Executive










Prime Electric - NE 132nd St and 124th Ave NE Signal Cabinet Repair - 32400105


Final Audit Report


2024-04-06


Created:	2024-03-28
By:	Joey Vander Vaart (JVanderVaart@kirklandwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6igYEQpzoxagd10ssY0avsYJTTYs3B-


"Prime Electric - NE 132nd St and 124th Ave NE Signal Cabinet Repair - 32400105" History

-  Document created by Joey Vander Vaart (JVanderVaart@kirklandwa.gov)
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-  Document emailed to owhitehead@primee.com for signature
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-  Email viewed by owhitehead@primee.com
2024-04-02 - 4:38:37 PM GMT- IP address: 107.77.197.63
-  Signer owhitehead@primee.com entered name at signing as Oliver Whitehead
2024-04-04 - 3:54:48 PM GMT- IP address: 50.238.67.67
-  Document e-signed by Oliver Whitehead (owhitehead@primee.com)
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-  Document emailed to Leta Santangelo (LSantangelo@kirklandwa.gov) for delegation
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-  Document approval delegated to Stephanie Croll (scroll@kirklandwa.gov) by Leta Santangelo (LSantangelo@kirklandwa.gov)
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 Agreement completed.
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