



GENERAL SERVICES AGREEMENT – Public Works

Kirkland Justice Center, Booking Doors

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and CML Security, Inc. (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: Work as described in Attachment A to this Agreement.
- B. Contractor acknowledges this is a Public Work as defined in RCW39.04.010(4) and agrees to comply with all relevant provisions of that chapter in performing this work, including but not limited to, providing the retainage, bonds and paying the prevailing wages required by that chapter.

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 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.

III. DURATION

Contractor agrees to perform the services under this Agreement commencing upon acceptance of this Agreement, and with the anticipated start date of February 20, 2026.

IV. PAYMENT

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$76,558.00, 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.
- 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 30 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 CONTRACT

The City or the Contractor may terminate 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 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.

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 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 Public Works Department, Attention: Anneke Davis
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. The terms of this Agreement supersede any conflicting provisions contained in any attachments and addenda.

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 chapter 49.46, 49.48, or 49.52 RCW.

XVI. 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.

XVII. 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.

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. 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.

XX. 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 2nd day of March, 2026.

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


Thomas Thoene (Feb 26, 2026 11:21:30 CST)

02/26/2026



03/02/2026

(signature)

(date)

(signature)

(date)

Tommy Thoene, President
President
CML Security, LLC
1785 West 160th Ave., Suite 700
Broomfield, CO 80023
(303) 653-8408

Tracey Dunlap, P.E.
Deputy City Manager of Operations
City of Kirkland

Tax ID # of Payee: 47-4326233

**CITY OF KIRKLAND
OPTION TO INCREASE RETAINED PERCENTAGE
IN LIEU OF POSTING PERFORMANCE AND PAYMENT BONDS**

City of Kirkland Project: Kirkland Justice Center, Booking Doors

Contractor: CML Security, LLC

The undersigned Contractor on the above identified City of Kirkland Public Works Project hereby elects to take the option provided by RCW 39.08.010 to authorize the City of Kirkland to retain ten percent (10%) of the total Agreement price for a period of thirty (30) days after the date of final acceptance of work to be performed on the above referenced contract, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries, and the settlement of any liens which may be filed under RCW Chapter 60.28, whichever is later. The undersigned certifies that the total Agreement price is \$150,000 or less, including applicable sales tax.

DATED this 26 day of February, 2026.

By: 
Thomas Thoene (Feb 26, 2026 11:21:30 CST)

Signature

Tommy Thoene

President



Kirkland Justice Center, Tenant Improvement
Seattle, WA
Client: Concertus, Attn: Diana L. Brown
2/6/2026
Rev 01

Proposal

1.0 INTRODUCTION & CLARIFICATIONS

CML Security LLC an Affirmative Action Equal Opportunity Employer is pleased to present this Quotation for your system needs on the above referenced project. Should this proposal be accepted, this proposal and/or any subsequent revisions shall become part of any subcontract. CML Security reserves the right to retract this bid in the event of no mutually agreeable subcontract.

2.0 GENERAL INCLUSIONS

1. All materials, engineering, coordination, installation, and project management required to complete our scope of work as listed herein.
2. On-Site supervision and coordination as required and deemed necessary by CML.
3. All coordination drawings, shop drawings, engineering drawings, submittal drawings and other supplemental CAD drawings required to complete our scope of work as listed herein and coordinate with other trades.
4. Required warranties on all workmanship as dictated by the specifications.
5. Standard shipping and freight cost for materials/equipment have been included. Costs to expedite items have not been included.
6. Vehicle parking is available at no cost to CML Personnel and its subcontractors.
7. Applicable sales or use tax at **10.4%**.
8. This price **does not** include a bond premium, if required please add 1% to the base price.
9. Prevailing wages are included.

3.0 SCOPE OF WORK

CML Security will provide the system(s) as per the scope of work contained within. We have reviewed the plans, specifications and all addendums for this project and noted any clarifications or exceptions below.

Plan Drawings: 100% Construction Documents; Dated March 21, 2025

Specifications: 100% Construction Documents; Dated March 21, 2025

Addendums: None

4.0 INCLUSIONS

CML Security **includes** the following for our Scope of Work:

1. Furnish and install two detention hollow metal doors .Both flush doors.
2. Furnish and install two detention hollow metal frames and one detention hollow metal borrowed light frame. Three-sided frames type AC.
 - a. All frames set and grouted by CML.
3. Furnish and install one detention hollow metal borrowed light frame. Four sided frame type DW-4.
 - a. All frames set and grouted by CML.



4. Furnish and install detention hardware as scheduled in security openings
 - a. Jamb Mounted Lock and Hardware Set SL1 3020 Series by RR Brink x1
 - b. Jamb Mounted Lock and Hardware Set SL6 3050 Series by RR Brink x1
5. Furnish and install security glazing in CML provided openings. Glazing type GL-3A.
6. Material and equipment as listed
7. Testing/Final Inspection/Certification
8. Training
9. Operation/Maintenance Manuals and As-Built Drawings

5.0 EXCLUSIONS

CML Security **excludes** the following:

1. Permits, Payment &/or Performance Bond, Taxes unless specifically included
2. Security electronics integration associated security electronics commissioning.
 - a. CML is working on reaching out to IP Fusion to see how the existing system is set-up. We may be able to include this at a later date.
3. Wire or wiring connection to existing security electronics.
 - a. CML is working on reaching out to IP Fusion to see how the existing system is set-up. We may be able to include this at a later date.
4. Any and all programming of existing security electronics.
 - a. CML is working on reaching out to IP Fusion to see how the existing system is set-up. We may be able to include this at a later date.
5. Conduit/raceway system, including junction boxes, pull boxes, ladder tray, wire ways, etc.
6. Cash allowances or owner contingencies of any kind are not included in this proposal
7. All standard supply voltages above 30 volts AC/DC including 120VAC supply circuits
8. Power circuits to UPS, power circuits out of UPS to distribution panel, distribution panel, or circuits from distribution panel to racks or enclosures (we do not carry any line voltage circuits)
9. Temporary power, lighting, site water, de-watering, trash removal, or onsite storage fees
10. Dust control inside building during construction
11. Sealants, caulking, security caulking, Invis-A-Joint, glazing cap bead, gaskets at glazing, fire wall penetration patching, fire-proofing or fire-stopping.
12. Unloading, storage and distribution of materials not installed by CML
13. Security fasteners/anchors for material not installed by CML
14. Finish paint or high-performance coatings of any kind
15. Concrete work or grouting existing CMU walls of any kind.
16. Bituminous coatings.
17. Commercial doors/frames, hardware, or glazing
18. Access panels of any kind, Millwork, casework or countertops, soffits, shroud or shrouding of any kind
19. Demolition of any kind including any patching or repairs of existing structure. Grouting or reinforcement of existing CMU walls.
20. Hazardous waste removal and/or lead paint removal/abatement or any special provision costs associated in working in areas containing these materials. GC to provide if needed
21. Fire alarm, video visitation, tele data, lighting, water management systems or interface thereof
22. Repairing damage to wire or devices that is caused by others.
23. Any color coding, painting or identification of conduit, raceway systems
24. All grounding requirements
25. Any and all work related to any other sections not specifically listed herein.
26. 3D Modeling of equipment



27. CML shall only be responsible for liquidated damages where CML is the cause of the delay resulting in the assessment of such damages.

6.0 QUOTATION PROPOSAL COST ANALYSIS

QUOTATION PROPOSAL PRICE: \$ 76,558

- 1. **BONDS/TAX/FREIGHT:** This price does not include any bond premium unless notated above. If a tax exemption certificate is provided, the bidder is not responsible for tax. CML Security can provide a bond if required for an extra fee. Standard freight is included in the price above.
- 2. **PRICING GUARANTEE:** Because of conditions beyond our control, including tariffs, threatened tariffs, trade wars, natural disasters, national emergencies, pandemics and actions or threatened actions of government agencies/authorities having jurisdiction in connection with these events, this proposal is effective for a period of (20) days from the date above. Should CML’s proposal not be accepted within this time period, CML shall submit a revised proposal to reflect any material price increases stemming from the above. In the event that CML incurs any cost increases due to these conditions after acceptance of proposal and/or execution of subcontract, CML shall have the right to an equitable adjustment to reflect these costs.
- 3. Terms of payment are net thirty (30) days from invoice and are not subject to negotiation should this proposal be accepted. No cash discounts for prepayment. Any order based on this quotation shall be subject to approval and acceptance by CML Security. No MBE/WBE/SBE content has been included in this quote due to the “security and specialty” nature of our work.

CLOSING

We appreciate the opportunity to partner with you to provide a solution to fit your needs. If there are any questions or concerns, please feel free to call or email any time.

Sincerely,

Rob Henderson

Rob Henderson
Preconstruction Manager
CML Security
D. 651-249-7462
E. rhenderson@cmlsecurity.us