



DEPARTMENT OF PUBLIC WORKS
Scott Schafer, Director

Engineering Division
129 North Second Street
Yakima, Washington 98901
(509) 575-6111 • Fax (509) 576-6305

July 19, 2022

Apex Mechanical, LLC
1507 SE Eaton Blvd
PO Box 1652
Battle Ground, WA 98604

Re: Lions Pool Air Handling & Dehumidification System Improvements
City of Yakima Project No. RT2600

Dear Sirs,

The City Manager of the City of Yakima has authorized an award of the contract for the above referenced project to your company on the basis of your bid submitted on July 13, 2022 in the amount of \$616,227.00 (incl. tax).

This letter is official notification of the award of the contract to your company by the City of Yakima.

Enclosed are a copy of the proposal, three copies of the contract and a contract bond form. Please sign and return all copies of the contract form to this office, along with the fully executed contract bond and certificate of insurance, within ten (10) calendar days.

When these items have been approved, the City will execute the contract form and bind a set of signed contract documents. The three completed sets of documents will be distributed to the City Clerk, City Engineer and Contractor.

Once the Contract Bond and Insurance Certificate have been approved we will notify you to contact Bruce Floyd, Construction Supervisor, of our office to schedule a pre-construction conference and to discuss various forms and documentation that must be completed and turned into him at the Pre-construction Conference. The Notice to Proceed will also be discussed at the Pre-construction Conference. Bruce's office phone is (509) 575-6138.

For your information, we are enclosing a copy of the bid summary for this project.

Sincerely,

Bill Preston, PE
City Engineer

encl.

cc: Bruce Floyd, Construction Engineer
Randy Tabert, Senior Engineer
Brenda Fehlhafer, Contract Specialist
Ken Wilkinson, Parks and Recreation Manager
File

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this ____ day of _____, 2022, by and between the City of Yakima, hereinafter called the Owner, and **Apex Mechanical, LLC**, a Washington Limited Liability Company, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, labor and equipment for THE BID AMOUNT OF: **\$616,227.00**, for **Lions Pool Facility, Air Handling & Dehumidification System Improvements, City Project No. RT2600**, all in accordance with, and as described in the attached Supplementary General Conditions of the Contract, which is incorporated by reference, and shall perform any alterations in or additions to the work provided under this contract and every part thereof. This contract shall supersede any prior contract between the parties concerning the subject matter of this contract.

Work shall start within ten (10) days after the Notice to Proceed and shall be completed in **one hundred sixty-three (163)** working days. The first chargeable working day shall be the 11th working day after the date on which the City issues the Notice to Proceed.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum specified in the Standard Specifications for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages.

The Contractors shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima.

II. The City of Yakima hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. **INDEMNIFICATION.** The Contractor shall release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement, except for claims caused by the City's sole negligence. The City's right to indemnification includes attorney's fees and costs associated with establishing the right to indemnification hereunder in favor of the City.

IV. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

V. It is further provided that no liability shall attach to the City of Yakima by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

Countersigned: **CITY OF YAKIMA**

CONTRACTOR

this ____ day of _____ 2022.

Apex Mechanical, LLC

Contractor

By:

John Muonio

(Print Name)

City Manager

Attest:

City Clerk

Its: Member

(President, Owner, etc.)

Address: 1507 SE Eaton Blvd.

Battle Ground, WA 98604

BID SUMMARY Lions Pool Air Handling & Dehumidification - REBID City of Yakima Job No. RT2600				ENGINEERS ESTIMATE		APEX MECHANICAL, LLC Battle Ground, WA		BRUCE MECHANICAL, INC. Kennewick, WA		MBI CONSTRUCTION SERVICES, INC. Yakima, WA			
ITEM NO.	ITEM	QTY	UNIT	5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	BASE BID ALL WORK	1	LS	\$492,766.12	\$492,766.12	\$569,000.00	\$569,000.00	\$596,345.00	\$596,345.00	\$ 627,000.00	\$627,000.00		
	SUB TOTAL:				\$492,766.12		\$569,000.00		\$596,345.00		\$627,000.00		
	STATE SALES TAX 8.3%:				\$40,899.59		\$47,227.00		\$49,496.64		\$52,041.00		
	TOTAL:				\$533,665.71		\$616,227.00		\$645,841.64		\$679,041.00		

CITY ENGINEERS REPORT
 COMPETITIVE BIDS WERE OPENED ON 7/13/2022
 ALL BIDS HAVE BEEN REVIEWED BY THIS OFFICE.
 I RECOMMEND THE CONTRACT BE AWARDED TO:



APEX MECHANICAL, LLC
 7/14/22 
 DATE CITY ENGINEER

AWARD MADE BY CITY MANAGER
 7/15/2022 
 DATE CITY MANAGER

CITY OF YAKIMA
Lions Pool

Air Handling & Dehumidification - REBID
 PROJECT NO: RT2600
 DATE: 7/13/2022
 FILE: Lions Pool Air Handl Dehum REBID BID SUMMARY.xlsx