Energy Systems Management 113 168<sup>th</sup> ST. S Spanaway, WA 98338

FIRST AMENDMENT
TO
CONTRACT NO. 02919
HVAC SERVICES

This First Amendment ("Amendment") to Contract No. 02919 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Energy Systems Management, DBA TRS Mechanical, Inc., a Washington Corporation ("Contractor") and is effective as of September 10, 2019.

#### RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02919 for HVAC Services dated effective as of September 10, 2019 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

#### **AGREEMENT**

Now THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. ADDING SERVICE LOCATIONS. The Contract has been amended to allow TRS Mechanical to provide HVAC Services to Yakima County at the rates listed below.

Yakima	185%	Pierce County	3
County	Electricians - Inside (Journeyman Level)	Where is the Electrician service provider located?	Estimated one-way travel time for Electrician (in hours)

County	Air Conditioning	Where is the Refrigeration & Air Conditioning Mechanic service provider located?	
Yakima	185%	Pierce County	3

County	Plumber & Pipefitter	Where is the Plumber & Pipefitter service provider located?	Estimated one-way travel time for Plumber & Pipefitter (in hours)
 Yakima	150%	Pierce County	3

Yakima	164%	Pierce County	3
County	Sheet Metal Worker	Where is the Sheet Metal Worker service provider located?	Estimated one-way travel time for the Sheet Metal Worker (in hours)

- No Change Other Than Amendment. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this

Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

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A WASHINGTON CORPORATION

By:

Name: Kenneth P Smith

Title:

Operations Manager

Date:

09/10/2019

STATE OF WASHINGTON

**DEPARTMENT OF ENTERPRISE SERVICES** 

By:

Name: Leslie Edwards

Title:

**Contracts Specialist** 

9.10.19

Date:

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Energy Systems Management 113 168<sup>th</sup> ST. S Spanaway, WA 98338

TO
CONTRACT No. 02919
HVAC SERVICES

This Second Amendment ("Amendment") to Contract No. 02919 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Energy Systems Management, DBA TRS Mechanical, Inc., a Washington corporation ("Contractor") and is effective as of October 18, 2019.

#### **RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02919 for HVAC Services dated effective as of September 10, 2019 ("Contract").
- B. The Parties previously amended the Contract on September 10, 2019 to allow TRS Mechanical to provide HVAC Services to Yakima County.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

#### **AGREEMENT**

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. ADDING SERVICE LOCATIONS. The Contract has been amended to allow TRS Mechanical to provide HVAC Services to Chelan, Clallam, Cowlitz, Grays Harbor, Jefferson, Jefferson, Kittitas, Lewis, Mason, Pacific, Skamania, and Wahkiakum County at the rates listed below.

County	Electricians - Inside (Journeyman Level)	Where is the Electrician service provider located?	Estimated one-way travel time for Electrician (in hours)
Chelan	185%	Pierce County	2.5
Clallam	158%	Pierce County	1.75
Cowlitz	170%	Pierce County	1.3

Grays			
Harbor	180%	Pierce County	. 1
Jefferson	158%	Pierce County	1.15
Kittitas	185%	Pierce County	1.3
Lewis	180%	Pierce County	1
Mason	180%	Pierce County	0.85
Pacific	180%	Pierce County	1.5
Skamania	170%	Pierce County	2.5
Wahkiakum	170%	Pierce County	1.55

County	Refrigeration & Air Conditioning Mechanic	Where is the Refrigeration & Air Conditioning Mechanic service provider located?	Estimated one-way travel time for Refrigeration & Air Conditioning Mechanic (in hours)
Chelan	250%	Pierce County	2.5
Clallam	185%	Pierce County	1.75
Cowlitz	214%	Pierce County	1.3
Grays			
Harbor	214%	Pierce County	1
Jefferson	185%	Pierce County	1.15
Kittitas	185%	Pierce County	1.3
Lewis	214%	Pierce County	1
Mason	214%	Pierce County	0.85
Pacific	214%	Pierce County	1.5
Skamania	200%	Pierce County	2.5
Wahkiakum	214%	Pierce County	1.55

County	Plumber & Pipefitter	Where is the Plumber & Pipefitter service provider located?	Estimated one-way travel time for Plumber & Pipefitter (in hours)
Chelan	214%	Pierce County	2.5
Clallam	150%	Pierce County	1.75
Cowlitz	170%	Pierce County	1.3
Grays Harbor	170%	Pierce County	1
Jefferson	150%	Pierce County	1.15
Kittitas	150%	Pierce County	1.3
Lewis	170%	Pierce County	1
Mason	170%	Pierce County	0.85
Pacific	170%	Pierce County	1.5

Skamania	164%	Pierce County	2.5
Wahkiakum	170%	Pierce County	1.55

County	Sheet Metal Worker	Where is the Sheet Metal Worker service provider located?	Estimated one-way travel time for the Sheet Metal Worker (in hours)
Chelan	164%	Pierce County	2.5
Clallam	164%	Pierce County	1.75
Cowlitz	164%	Pierce County	1.3
Grays Harbor	164%	Pierce County	. 1
Jefferson	164%	Pierce County	1.15
Kittitas	164%	Pierce County	1.3
Lewis	164%	Pierce County	1
Mason	164%	Pierce County	0.85
Pacific	164%	Pierce County	1.5
Skamania	164%	Pierce County	2.5
Wahkiakum	164%	Pierce County	1.55

- 2. No Change Other Than Amendment. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this

Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

RS MECHANICAL STATE OF WASHINGTON	
A WASHINGTON CORPORATION	DEPARTMENT OF ENTERPRISE SERVICES
	20, 50
By: /ha	By: Spale Levond
Name: Kenneth Swith	Name: Leslie Edwards
Title: Operations Manager	Title: Contracts Specialist
Date: 10/18/19	Date: 10-11-19

Energy Systems Management 113 168<sup>th</sup> ST. S Spanaway, WA 98338

THIRD AMENDMENT
TO
CONTRACT No. 02919
HVAC SERVICES

This Third Amendment ("Amendment") to Contract No. 02919 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Energy Systems Management, DBA TRS Mechanical, Inc., a Washington corporation ("Contractor") and is effective as of August 31, 2021.

#### **RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02919 for HVAC Services dated effective as of October 1, 2019 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - September 10, 2019 to allow TRS Mechanical to provide HVAC Services to additional counties.
  - ii. October 18, 2019 to allow TRS Mechanical to provide HVAC Services to additional counties.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

#### **AGREEMENT**

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. TERM. The Contract term is amended to extend the term to June 30, 2024.
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

TRS MECHANICAL	
A WASHINGTON CORPORA	ATION

By: Clay Hand

Title: President - TRS Mechanical, Inc

Date: 08/09/2021

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: <u>Alexander Kenesson</u>

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: 08/12/2021

Energy Management Systems/TRS Incorporated dba TRS Mechanical Inc. 9523 19<sup>th</sup> Ave E Tacoma, WA 98445

TO
CONTRACT No. 02919
HVAC Services

This Fourth Amendment ("Amendment") to Contract No. 02919 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Energy Systems Management, dba TRS Mechanical, Inc., a Washington Corporation ("Contractor") and is dated and effective as of January 3, 2022.

#### **RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02919 for HVAC Services dated effective as of September 10, 2019 ("Contract").
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 02919-1 dated August 23, 2021, regarding HVAC Services, to increase the Master Contracts coverage areas.
- C. The Parties previously amended the Contract as follows:
  - Amendment 1, effective September 10, 2019 (adding additional counties).
  - Amendment 2, effective October 18, 2019 (adding additional counties).
  - Amendment 3, effective August 31, 2021 (extension).
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

#### **AGREEMENT**

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. New section 4.15 is hereby added to the contract as follows:

Section 4.15 LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Master Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Master Contract.

CONTRACT NO. 02919 - AMENDMENT NO. 4

- 2. Section 4.8 Pay Equality is hereby amended by deleting the existing Section 4.8 in its entirety and inserting the following in lieu thereof:
  - Section 4.8 Civil Rights. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. EXPANDING SERVICE LOCATIONS. This Contract has been amended to increase the Master Contract coverage areas. Contractor is authorized to sell goods/services as set forth in Exhibit A Included HVAC Services for the prices set forth in Exhibit B. TRS Mechanical was awarded the following Counties:

County	Small and Vet Award
Adams	TRS
Asotin	TRS
Benton	TRS
Clark	TRS
Columbia	TRS
Douglas	TRS
Ferry	TRS
Franklin	TRS
Garfield	TRS
Grant	TRS
Island	TRS
Klickitat	TRS
Lincoln	TRS
Okanogan	TRS
Pend Oreille	TRS
San Juan	TRS
Spokane	TRS
Stevens	TRS
Walla Walla	TRS
Whitman	TRS

- 4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior

- negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 6. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 7. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 8. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

Energy Management Systems/TRS STA
Incorporated dba TRS Mechanical Inc.,
a Washington Corporation

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: <u>Fin Killian</u>

Name: Erin Killian

Title: Account Executive

Date: 12/30/2021

By: Leslie Edwards

Name: Leslie Edwards

Title: Contracts Specialist

Date: 1/3/2022

## Exhibit A Included HVAC Services

MANUFACTURER CERTIFICATIONS. HVAC Services shall be performed by manufacturer certified technicians properly trained and/or authorized to perform such services.

$\boxtimes$	Alerton
$\boxtimes$	Bacharach Industries
$\bowtie$	Baldor Motors
$\boxtimes$	Belimo
$\boxtimes$	Bell and Gossett (ITT)
$\boxtimes$	Bohn Products
$\boxtimes$	Bussmann
$\boxtimes$	Carrier
$\boxtimes$	Chandler Refrigeration
$\boxtimes$	Cleaver-Brooks
$\boxtimes$	Climate Control Products
$\bowtie$	Compressors Unlimited
$\boxtimes$	Copeland Refrigeration
$\boxtimes$	Danfoss Products
$\boxtimes$	Dwyer Instruments Inc.
$\times$	Flo-Control Inc.
$\boxtimes$	Gates Rubber Co.
$\times$	General Electric
$\times$	Henry Technologies
$\boxtimes$	Highside Chemical Co.
$\times$	Honeywell Inc.

$\boxtimes$	Invensys Building
$\boxtimes$	ITT McDonnell
$\boxtimes$	J/B Industries Inc.
$\boxtimes$	Johnson Controls
$\boxtimes$	Klein Tools Inc.
$\boxtimes$	Larkin Refrigeration
$\boxtimes$	Lochinvar
$\boxtimes$	Manitowoc Equipment
$\boxtimes$	Maple Chase (Paragon)
$\boxtimes$	Mitsubishi
$\boxtimes$	Motors and Amatures
$\boxtimes$	Mueller Industries Inc.
$\boxtimes$	Munters
$\boxtimes$	Nibco Inc.
$\boxtimes$	Nu-Calgon Products
$\boxtimes$	Phoenix
$\boxtimes$	Ranco Controls
$\boxtimes$	Raychem HTS
$\boxtimes$	Refrigeration Hardware
$\boxtimes$	Ritchie Engineering
$\boxtimes$	Robertair Manufacturing

60.00	Robertshaw Controls
$\boxtimes$	Russell Products
$\boxtimes$	Sealed Unit Parts
$\boxtimes$	Siemens
$\boxtimes$	Smith A.O.Corp.
$\boxtimes$	Sporlan Valves
$\boxtimes$	Trane
$\boxtimes$	Universal Enterprise
$\boxtimes$	Vykon/Tridium
$\boxtimes$	White-Rodgers
$\boxtimes$	True Refrigeration
$\boxtimes$	Hoshizaki
$\boxtimes$	Stultz
$\boxtimes$	Imperial Brown
$\boxtimes$	Heatcraft
$\boxtimes$	Leibert
$\boxtimes$	Victory
$\boxtimes$	Traulsen

### **Certified Areas of Experience:**

- ☑ DDC/BACnet Control Systems
- ☑ Bearing Monitoring, Analysis & Maintenance
- ☑ Heating, Ventilation & Air Conditioning Commercial technology
- □ Commercial Chiller Plant Technology
- ☑ Geothermal Well System Theory and Technology
- ☑ Commercial Plumbing, to Include Potable Water, Wastewater, Storm Water, Pumps, Backflow Prevention Certification & Inspection, Boilers & Domestic Hot Water Systems, Waste Line Cleaning and Maintenance.
- ☑ Smoke Control Systems and Related Mechanical Technologies & Practices
- ☑ Washington State and Local Jurisdiction Building Codes, Mechanical Codes Electrical Codes, Etc.

**Exhibit B Prices for HVAC Services** 

Afterhours/Emergency Hourly	Markup on Parts and Materials	Subcontractor Markup
150%	25%	15%

County	Hourly Cost Electricians - Inside (Journeyman Level)			Location (County)	Estimated Travel Time (In hours)
Adams	Prevailing Wage x	268	%	Pierce	4
Asotin	Prevailing Wage x	218	%	Pierce	6.5
Benton	Prevailing Wage x	218	%	Pierce	4
Columbia	Prevailing Wage x	218	%	Pierce	5.5
Clark	Prevailing Wage x	207	%	Pierce	3
Douglas	Prevailing Wage x	211	%	Pierce	4
Ferry	Prevailing Wage x	268	%	Pierce	7
Franklin	Prevailing Wage x	218	%	Pierce	4
Garfield	Prevailing Wage x	218	%	Pierce	5.5
Grant	Prevailing Wage x	211	%	Pierce	3.5
Island	Prevailing Wage x	206	%	Pierce	3
Klickitat	Prevailing Wage x	207	%	Pierce	4
Lincoln	Prevailing Wage x	268	%	Pierce	4.5
Okanogan	Prevailing Wage x	211	%	Pierce	5
Pend Oreille	Prevailing Wage x	268	%	Pierce	6
San Juan	Prevailing Wage x	206	%	Pierce	4.5
Spokane	Prevailing Wage x	268	%	Pierce	5
Stevens	Prevailing Wage x	268	%	Pierce	6
Walla Walla	Prevailing Wage x	218	%	Pierce	4.5
Whitman	Prevailing Wage x	268	%	Pierce	5

County	Hourly Cos Refrigeration & Conditioning Me	& Air		Location (County)	Estimated Travel time (In hours
Adams	Prevailing Wage x	197	%	Pierce	4
Asotin	Prevailing Wage x	197	%	Pierce	6.5
Benton	Prevailing Wage x	197	%	Pierce	4
Columbia	Prevailing Wage x	197	%	Pierce	5.5
Clark	Prevailing Wage x	205	%	Pierce	3
Douglas	Prevailing Wage x	197	%	Pierce	4
Ferry	Prevailing Wage x	197	%	Pierce	7
Franklin	Prevailing Wage x	197	%	Pierce	4
Garfield	Prevailing Wage x	197	%	Pierce	5.5
Grant	Prevailing Wage x	197	%	Pierce	3.5
Island	Prevailing Wage x	211	%	Pierce	3
Klickitat	Prevailing Wage x	197	%	Pierce	4
Lincoln	Prevailing Wage x	197	%	Pierce	4.5
Okanogan	Prevailing Wage x	197	%	Pierce	5
Pend Oreille	Prevailing Wage x	278	%	Pierce	6
San Juan	Prevailing Wage x	211	%	Pierce	4.5
Spokane	Prevailing Wage x	278	%	Pierce	5
Stevens	Prevailing Wage x	278	%	Pierce	6
Walla Walla	Prevailing Wage x	197	%	Pierce	4.5
Whitman	Prevailing Wage x	197	%	Pierce	5

County	Hourly Co Plumber & Pip		Location (County)	Estimated Travel time (In hours
Adams	Prevailing Wage x	185 %	Pierce	4
Asotin	Prevailing Wage x	185 %	Pierce	6.5
Benton	Prevailing Wage x	185 %	Pierce	4
Columbia	Prevailing Wage x	185 %	Pierce	5.5
Clark	Prevailing Wage x	193 %	Pierce	3
Douglas	Prevailing Wage x	185 %	Pierce	4
Ferry	Prevailing Wage x	185 %	Pierce	7
Franklin	Prevailing Wage x	185 %	Pierce	4
Garfield	Prevailing Wage x	185 %	Pierce	5.5
Grant	Prevailing Wage x	185 %	Pierce	3.5
Island	Prevailing Wage x	198 %	Pierce	3
Klickitat	Prevailing Wage x	185 %	Pierce	4
Lincoln	Prevailing Wage x	185 %	Pierce	4.5
Okanogan	Prevailing Wage x	185 %	Pierce	5
Pend Oreille	Prevailing Wage x	262 %	Pierce	6
San Juan	Prevailing Wage x	198 %	Pierce	4.5
Spokane	Prevailing Wage x	233 %	Pierce	5
Stevens	Prevailing Wage x	262 %	Pierce	6
Walla Walla	Prevailing Wage x	185 %	Pierce	4.5
Whitman	Prevailing Wage x	185 %	Pierce	5

County	Hourly Cost Sheet Metal Worker			Location (County)	Estimated Travel Time (In hours)
Adams	Prevailing Wage x	261	%	Pierce	4
Asotin	Prevailing Wage x	261	%	Pierce	6.5
Benton	Prevailing Wage x	233	%	Pierce	4
Columbia	Prevailing Wage x	233	%	Pierce	5.5
Clark	Prevailing Wage x	243	%	Pierce	3
Douglas	Prevailing Wage x	261	%	Pierce	4
Ferry	Prevailing Wage x	261	%	Pierce	7
Franklin	Prevailing Wage x	233	%	Pierce	4
Garfield	Prevailing Wage x	233	%	Pierce	5.5
Grant	Prevailing Wage x	261	%	Pierce	3.5
Island	Prevailing Wage x	175	%	Pierce	3
Klickitat	Prevailing Wage x	233	%	Pierce	4
Lincoln	Prevailing Wage x	261	%	Pierce	4.5
Okanogan	Prevailing Wage x	261	%	Pierce	5
Pend Oreille	Prevailing Wage x	261	%	Pierce	6
San Juan	Prevailing Wage x	189	%	Pierce	4.5
Spokane	Prevailing Wage x	261	%	Pierce	5
Stevens	Prevailing Wage x	261	%	Pierce	6
Walla Walla	Prevailing Wage x	233	%	Pierce	4.5
Whitman	Prevailing Wage x	231	%	Pierce	5

State of Washington Contracts & Procurement Division – Internal Contracts	CONTRACT AMENDMENT			
Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	02919		
Energy Management Systems/TRS Incorporated dba TRS Mechanical Inc.	Amendment No.:	5		
9523 19th Ave E Tacoma, WA 98445	Effective Date:	December 1, 2023		

# FIFTH AMENDMENT TO CONTRACT No. 02919 HVAC SERVICES

This Fifth Amendment ("Amendment") to Contract No. 02919 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Energy Systems Management, dba TRS Mechanical, Inc., a Washington Corporation ("Contractor") and is dated and effective as of December 1, 2023.

#### RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 02919 dated effective as of September 10, 2019 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - Amendment 1, effective September 10, 2019 (adding additional counties).
  - Amendment 2, effective October 18, 2019 (adding additional counties).
  - Amendment 3, effective August 31, 2021 (extension).
  - Amendment 4, effective January 3, 2022 (New Section 4.15)
- C. The Parties now desire to amend the Contract to include subcontractors.
- D. The amendment set forth herein is within the scope of the Contract.

#### AGREEMENT

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. Subcontractors. The following section is added as a new section at the end of Section 16 of the Contract (Counterparts):

- 17.1 Contractor Responsibility. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 17.2 REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 17.3 SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

By:

EXECUTED AND EFFECTIVE as of the day and date first above written.

Energy Management Systems/TRS Incorporated dba TRS Mechanical Inc., a Washington Corporation

By: Crin Killian

Name: Erin Killian

Title: Account Executive

Date: 3/4/2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

Theresa Jensen Date: 2024.03.18 08:49:25 -07'00'

Name: Theresa Jensen

Title: Contracts and Procurement Supervisor

Date: March 18, 2024