

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	04224
McKinstry Co., LLC 5005 3 rd Avenue South Seattle, WA 98134	Amendment No.:	1
	Effective Date:	October 1, 2025

**FIRST AMENDMENT
TO
CONTRACT NO. 04224
HVAC SERVICES**

This First Amendment (“Amendment”) to Contract No. 04224 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 McKinstry Co., LLC, a Limited Liability Company (“Contractor”) and is dated as of October 1, 2025.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 04224 dated effective as of October 1, 2025 (“Contract”).
- B. The Parties now desire to amend the Contract to add additional awards for the region of North Central.
- C. 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. **SERVICES AND GOODS COVERED.** The Contract is amended to add North-Central Region, as set forth in the attached **Exhibit B** (dated October 1, 2025). As of the effective date of this Amendment, any reference to **Exhibit B** in the Contract is deemed to be a reference to the attached **Exhibit B** (dated October 1, 2025)
2. **PRICING.** The Contract pricing for the goods/services is hereby amended by deleting the existing **Exhibit B – Prices for Goods/Services** in its entirety and inserting the attached **Exhibit B – Prices for Goods/Services** (dated October 1, 2025). As of the effective date of this Amendment, any

reference to **Exhibit B – Prices for Goods/Services** shall be deemed to be a reference to the attached **Exhibit B – Prices** (dated October 1, 2025).

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. 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.
5. 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.
6. ELECTRONIC SIGNATURES. An electronic signature or electronic record 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.
7. 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.

McKINSTRY Co.,
A LIMITED LIABILITY COMPANY

By:



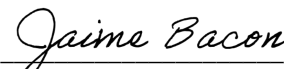
Name: Lou Bailey

Title: VP-Mechanical SPG

Date: 9/29/2025

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:



Name: Jaime Bacon

Title: Enterprise Contract & Procurement Specialist 3

Date: 9/29/2025

PRICES FOR GOODS/SERVICES

Truck Charge Rate: covers the costs of sending a service truck and technician. This fee includes fuel, the use of specialized equipment, and any miscellaneous truck stock consumable items required to perform services. This is a charge added as a line item and not to exceed the rate listed by the Contractor.

Additional Fees		
Item	Unit of Measure	Contractor's Rate
Truck Charge Rate	Dollar Amount	\$205.00

Parts Percent (%) Markup: percentage markup over the total cost of parts that are used for HVAC Services. Includes parts that are required for a job.

Region	County	Parts Only % Markup
South Central	Asotin	16%
South Central	Benton	16%
South Central	Columbia	16%
South Central	Franklin	16%
South Central	Garfield	16%
South Central	Klickitat	16%
South Central	Walla Walla	16%
South Central	Yakima	16%
Eastern	Adams	16%
Eastern	Ferry	16%
Eastern	Lincoln	16%
Eastern	Pend Oreille	16%
Eastern	Spokane	16%
Eastern	Stevens	16%
Eastern	Whitman	16%
North Central	Chelan	16%
North Central	Douglas	16%
North Central	Grant	16%
North Central	Kittitas	16%
North Central	Okanogan	16%

Percent Markup: includes all costs associated with the services offered on this contract, including administration, materials, supplies, overhead, travel time, etc. Exceptions are parts with applicable markup noted above.

Electricians:				
Region	County	Percent Markup Prevailing Wage: Electricians - Inside (Journeyman Level)	Percentage: Electricians - Inside (Journeyman Level) After Hours % Markup	Percentage: Electricians - Inside (Journeyman Level) Emergency Service % Markup
South Central	Asotin	190.48%	50%	100%
South Central	Benton	190.48%	50%	100%
South Central	Columbia	126.55%	50%	100%
South Central	Franklin	190.48%	50%	100%
South Central	Garfield	190.48%	50%	100%
South Central	Klickitat	180.81%	50%	100%
South Central	Walla Walla	190.48%	50%	100%
South Central	Yakima	190.48%	50%	100%
Eastern	Adams	208.32%	50%	100%
Eastern	Ferry	208.32%	50%	100%
Eastern	Lincoln	208.32%	50%	100%
Eastern	Pend Oreille	208.32%	50%	100%
Eastern	Spokane	208.32%	50%	100%
Eastern	Stevens	208.32%	50%	100%
Eastern	Whitman	208.32%	50%	100%
North Central	Chelan	228.41%	50%	100%
North Central	Douglas	187.97%	50%	100%
North Central	Grant	187.97%	50%	100%
North Central	Kittitas	242.69%	50%	100%
North Central	Okanogan	187.97%	50%	100%

Refrigeration & Air Conditioning Mechanic:

Region	County	Percent Markup Prevailing Wage: Refrigeration & Air Conditioning Mechanic	Percentage: Refrigeration & Air Conditioning Mechanic After Hours % Markup	Percentage: Refrigeration & Air Conditioning Mechanic Emergency Service % Markup
South Central	Asotin	180.39%	50%	100%
South Central	Benton	173.18%	50%	100%
South Central	Columbia	183.49%	50%	100%
South Central	Franklin	183.49%	50%	100%
South Central	Garfield	183.49%	50%	100%
South Central	Klickitat	173.18%	50%	100%
South Central	Walla Walla	173.18%	50%	100%
South Central	Yakima	173.18%	50%	100%
Eastern	Adams	180.39%	50%	100%
Eastern	Ferry	180.39%	50%	100%
Eastern	Lincoln	180.39%	50%	100%
Eastern	Pend Oreille	203.94%	50%	100%
Eastern	Spokane	203.94%	50%	100%
Eastern	Stevens	203.94%	50%	100%
Eastern	Whitman	180.39%	50%	100%
North Central	Chelan	273.56%	50%	100%
North Central	Douglas	183.49%	50%	100%
North Central	Grant	173.18%	50%	100%
North Central	Kittitas	213.38%	50%	100%
North Central	Okanogan	173.18%	50%	100%

Plumber & Pipefitter				
Region	County	Percent Markup Prevailing Wage: Plumber & Pipefitter	Percentage: Plumber & Pipefitter After Hours % Markup	Percentage: Plumber & Pipefitter Emergency Service % Markup
South Central	Asotin	180.39%	50%	100%
South Central	Benton	173.18%	50%	100%
South Central	Columbia	183.49%	50%	100%
South Central	Franklin	183.49%	50%	100%
South Central	Garfield	173.18%	50%	100%
South Central	Klickitat	173.18%	50%	100%

South Central	Walla Walla	173.18%	50%	100%
South Central	Yakima	173.18%	50%	100%
Eastern	Adams	180.39%	50%	100%
Eastern	Ferry	180.39%	50%	100%
Eastern	Lincoln	180.39%	50%	100%
Eastern	Pend Oreille	203.94%	50%	100%
Eastern	Spokane	199.92%	50%	100%
Eastern	Stevens	203.94%	50%	100%
Eastern	Whitman	180.39%	50%	100%
North Central	Chelan	212.96%	50%	100%
North Central	Douglas	183.49%	50%	100%
North Central	Grant	183.49%	50%	100%
North Central	Kittitas	216.47%	50%	100%
North Central	Okanogan	173.18%	50%	100%

Sheet Metal Worker:

Region	County	Percent Markup Prevailing Wage: Sheet Metal Worker	Percentage: Sheet Metal Worker After Hours % Markup	Percentage: Sheet Metal Worker Emergency Service % Markup
South Central	Asotin	181.50%	50%	100%
South Central	Benton	179.88%	50%	100%
South Central	Columbia	179.88%	50%	100%
South Central	Franklin	179.88%	50%	100%
South Central	Garfield	179.88%	50%	100%
South Central	Klickitat	179.88%	50%	100%
South Central	Walla Walla	179.88%	50%	100%
South Central	Yakima	179.88%	50%	100%
Eastern	Adams	158.64%	50%	100%
Eastern	Ferry	158.64%	50%	100%
Eastern	Lincoln	158.64%	50%	100%
Eastern	Pend Oreille	158.64%	50%	100%
Eastern	Spokane	158.64%	50%	100%
Eastern	Stevens	158.64%	50%	100%
Eastern	Whitman	174.78%	50%	100%
North Central	Chelan	272.92%	50%	100%
North Central	Douglas	181.50%	50%	100%

North Central	Grant	181.50%	50%	100%
North Central	Kittitas	279.81%	50%	100%
North Central	Okanogan	181.50%	50%	100%