

ORDINANCE NO. 822

AN ORDINANCE OF THE CITY OF KIRKLAND AUTHORIZING EXECUTION OF CONTRACTS FOR THE CONSTRUCTION OF THE NEW CITY OF KIRKLAND FIRE HALL AT SECOND STREET AND COMMERCIAL AVENUE, KIRKLAND, WASHINGTON.

WHEREAS, the City Council of the City of Kirkland, by RESOLUTION dated October 3rd, 1960, authorized advertisement for bids for construction of a new fire hall, and

WHEREAS, pursuant to said advertisement for bids sealed bids were received and opened in regular meeting on November 7th, 1960, and

WHEREAS, after due deliberation of all bids received, said Council did in regular meeting on November 21st, 1960, accept the following bids as being the lowest and best:

1. General Work - Ed Brehm, d/b/a/ BREHM CONSTRUCTION COMPANY,
10631 North East 8th, Bellevue, Washington,
2. Mechanical Work - Kirkland Plumbing and Heating, Inc.
5918 Lake Washington Boulevard, Kirkland, Wash.
3. Electrical Work - NEECO Electric Contractors, Inc.,
605 - 13th Avenue, Seattle, Washington,

and that all of said proceedings were had in the manner prescribed by law,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KIRKLAND DO ORDAIN AS FOLLOWS:

Section 1. The City of Kirkland do enter into a contract with ED BREHM, d/b/a/ BREHM CONSTRUCTION COMPANY for the general work for the construction of the new City Fire Hall at Second and Commercial Avenue, Kirkland, for the lump sum price of ~~SEVENTY THOUSAND THREE HUNDRED SEVENTY FOUR (\$70,374.00) DOLLARS.~~ ^{Seventy-four thousand seven hundred twenty eight Dollars 74,798.00} That a copy of said contract is attached hereto as Exhibit "A".

Section 2. The City of Kirkland do enter into a contract with Kirkland Plumbing and Heating, Inc. for the mechanical work for the construction of the new City Fire Hall at Second and Commercial Avenue, Kirkland, for the lump sum price of ~~FIFTEEN THOUSAND NINE HUNDRED~~ ^{Sixteen thousand five hundred}

Sixteen Dollars (16516.00)

~~FORTY-ONE (\$15,941.00)~~ DOLLARS. That a copy of said contract is attached hereto as Exhibit "B".

Section 3. That the City of Kirkland do enter into a contract with NEECO Electric Contractors, Inc. for the electrical work for the construction of the new City Fire Hall at Second and Commercial Avenue, Kirkland, for the lump sum price of ~~NINE THOUSAND FOUR~~

TAD
gc

^{*Five thousand six hundred*}
~~HUNDRED FORTY-SIX (\$9,446.00)~~ DOLLARS. That a copy of said Contract is attached hereto as Exhibit "C".

Section 4. That the Mayor and Clerk be authorized and directed to execute said contracts on behalf of the City of Kirkland. That the effective date of said contracts shall be the effective date of this ORDINANCE to-wit: Five (5) days from and after passage, signing and posting according to law.

INTRODUCED this 5th day of December, 1960.

PASSED and APPROVED the 5th day of December, 1960.

[Signature]
MAYOR

Attest:

[Signature]
City Clerk

Approved as to Form:

[Signature]
Ralph T. Thomas, City Attorney

I hereby certify that the foregoing is a true and correct copy of an Ordinance of the City of Kirkland and that the same was published or posted according to law, said Ordinance being No. 822

and entitled "An Ordinance as above"
[Signature], City Clerk.

Exhibit 'A'

THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER FOR CONSTRUCTION OF BUILDINGS



*Issued by The American Institute of Architects
for use when a Stipulated Sum Forms the Basis of Payment*

Approved by THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA; THE CONTRACTING PLASTERERS' AND LATHERS' INTERNATIONAL ASSOCIATION; COUNCIL OF MECHANICAL SPECIALTY CONTRACTING INDUSTRIES, INC.; THE NATIONAL BUILDING GRANITE QUARRIES ASSOCIATION, INC.; THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION; THE PAINTING AND DECORATING CONTRACTORS OF AMERICA, AND THE PRODUCERS' COUNCIL, INC.*

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This form is to be used only with the standard general conditions of the contract for construction of buildings.

THIS AGREEMENT made the TENTH
day of DECEMBER in the year Nineteen Hundred and 60
by and between ED BREHM doing business as BREHM CONSTRUCTION COMPANY
hereinafter called the Contractor, and THE CITY OF KIRKLAND,
WASHINGTON (a City of the Third Class) hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE I. SCOPE OF THE WORK

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled A Fire Station for the City of Kirkland

JK
9/5 General work including Alternates 3, 4, and 5 and Addendum 1 through 5 inclusive
(Here insert the caption descriptive of the work as shown on the Drawings and in the other Contract Documents)
prepared by CUMMINGS & MARTENSON
acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

* Formal approval, which has been given previous editions, has not yet been received from all of these organizations.

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ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced Five (5) days after receipt of Notice to proceed and shall be substantially completed within Five (5) calendar months from and after
(Here insert stipulation as to liquidated damages, if any.)
effective date of this Contract. For each calendar day after the day fixed for completion that the work remains uncompleted, the Contractor shall pay to the Owner the sum of **TWENTY-FIVE (\$25.00) DOLLARS** as fixed agreed liquidated damages but not as a penalty. Should an extension of time be granted to the Contractor, he shall indemnify and save harmless the Owner for any loss to any other Contractor caused by such extension of time.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: The sum of *Seventy four thousand Seven hundred Ninety Eight Dollars* SEVENTY FOUR THOUSAND THREE HUNDRED SEVENTY FOUR (~~\$70,374.00~~) DOLLARS SUBJECT TO A UNIT PRICE variation of \$2.25 per foot as to piling in accordance with ITEM 7 of Addendum No. 1.
(State here the unit prices, or both, as desired in individual cases.)

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

AGREEMENT BETWEEN CONTRACTOR AND OWNER.

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ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the**8th**..... day of each month**85%**..... per cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the ...**First... (1st)**..... day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ...**85%**..... per cent of the Contract price,.....

(Insert here any provision made for limiting or reducing the amount retained after the work reaches a certain stage of completion.)

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due**30**..... days after substantial completion of the work provided the work be then fully completed and the contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

AGREEMENT BETWEEN CONTRACTOR AND OWNER.

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ARTICLE 6. THE CONTRACT DOCUMENTS

The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

**Specifications: A Fire Station for the City of Kirkland, Washington
BID, CONTRACT & GENERAL**

Addendum to Specifications No. 1 through 5 inclusive.

Advertisement for Bids
Instructions to Bidders
Schedule of Alternates
Schedule of Allowances
Schedule of Unit Costs
Bid Form
Special Conditions - All Contracts
Special Conditions - General Contract Only

Schedule of Drawings

TECHNICAL SPECIFICATIONS

Division	Title
I & T	Inspection & Tests
1.	Excavation & Site Work
2.	Piling
3.	Concrete
4.	Masonry
5.	Structural Steel
6.	Hollow Metal-Work
7.	Special Doors
8.	Entrances & Store Fronts
9.	Curtain Walls & Metal Windows
10.	Miscellaneous Metal
11.	Sheet Metalwork
12.	Built-Up Roofing, Roof Insulation & Membrane Waterproofing
13.	Carpentry
14.	Glued-Laminated Lumber
15.	Millwork & Custom-built Cabinets
16.	Gypsum Wallboard
17.	Lathing & Plastering
18.	Glass and Glazing
19.	Caulking
20.	Ceramic Tile
21.	Floor Covering
22.	Thermal Insulation
23.	Toilet Compartments
24.	Toilet & Toilet Room Accessories
25.	Finish Hardware

AGREEMENT BETWEEN CONTRACTOR AND OWNER.

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ARTICLE 6. THE CONTRACT DOCUMENTS (Continued from Page 4)

TECHNICAL SPECIFICATIONS

Division Title

- 26. Building Specialties & Miscellaneous Equipment
- 27. Painting & Decorating
- 28. Sprayed Plastic Wall Covering

SCHEDULE OF DRAWINGS

Drawing Number Description

ARCHITECTURAL

- A-1 Site Plan & Site Details
- A-2 Floor Plan
- A-3 Roof and Clerestory Plan
- A-4 Schedules & Interior Details
- A-5 Elevations
- A-6 Sections & Interior Elevations
- A-7 Wall Sections
- A-8 Details
- A-9 Cabinet Details

STRUCTURAL

- S-1 Foundation & Piling Plan
- S-2 Foundation & Slab Details
- S-3 Roof Framing Plan
- S-4 Roof Framing Details

Agreement Between Contractor and Owner
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COPY

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

**Ed Brahm d/b/a BREHM CONSTRUCTION
COMPANY**



CITY OF KIRKLAND by MAYOR

Attest:



City Clerk

AGREEMENT BETWEEN CONTRACTOR AND OWNER.

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Exhibit 'B'

THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER FOR CONSTRUCTION OF BUILDINGS



*Issued by The American Institute of Architects
for use when a Stipulated Sum Forms the Basis of Payment*

Approved by THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA; THE CONTRACTING PLASTERERS' AND LATHERS' INTERNATIONAL ASSOCIATION; COUNCIL OF MECHANICAL SPECIALTY CONTRACTING INDUSTRIES, INC.; THE NATIONAL BUILDING GRANITE QUARRIES ASSOCIATION, INC.; THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION; THE PAINTING AND DECORATING CONTRACTORS OF AMERICA, AND THE PRODUCERS' COUNCIL, INC.*

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This form is to be used only with the standard general conditions of the contract for construction of buildings.

THIS AGREEMENT made the TENTH
day of DECEMBER in the year Nineteen Hundred and 60
by and between Kirkland Plumbing and Heating, Inc.
hereinafter called the Contractor, and THE CITY OF KIRKLAND
hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE I. SCOPE OF THE WORK

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled A Fire Station for the City of Kirkland
Mechanical Work including Alternate No. 5 and Addendum 1 through
5 inclusive
(Here insert the caption descriptive of the work as used on the Drawings and in the other Contract Documents)
prepared by CUMMINGS & MARTENSON
acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

* Formal approval, which has been given previous editions, has not yet been received from all of these organizations.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced as stated below and shall be substantially completed as stated below:

(Here insert stipulation as to liquidated damages, if any.)

The time of completion: The work of this Contract shall be commenced as soon as the progress of General construction makes it feasible and shall be prosecuted with the utmost diligence in order that completion of the entire work be not delayed. Liquidated damages for each calendar day ^{of delay} in completion which, in the opinion of the architect, was caused by acts or omissions of this Contractor, he shall pay to the Owner the sum of \$25.00 as fixed agreed liquidated damages but not as penalty. Should an extension of time be granted to this Contractor he shall indemnify and save harmless the Owner for any loss to any other Contractor caused by such extension of time.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Sixteen Dollars
~~FIFTY-ONE (\$15,941.00) DOLLARS. (16,516⁰⁰)~~
Sixteen Thousand Five Hundred
~~FIFTY-ONE (\$15,941.00) DOLLARS. (16,516⁰⁰)~~
DR ad MS
gc

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the 8th day of each month 85% per cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the First (1st) day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 85% per cent of the Contract price

(Insert here any provision made for limiting or reducing the amount retained after the work reaches a certain stage of completion.)

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due 30 days after substantial completion of the work provided the work be then fully completed and the contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

AGREEMENT BETWEEN CONTRACTOR AND OWNER.

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ARTICLE 6, THE CONTRACT DOCUMENTS

The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The following is an enumeration of the Specifications and Drawings:

**Specifications: A Fire Station for the City of Kirkland,
Kirkland, Washington.**

BID, CONTRACT & GENERAL

Addendum to Specifications Nos. 1 through 5 inclusive.

Advertisement for Bids

Instructions to Bidders

Schedule of Alternates

Schedule of Allowances

Schedule of Unit Costs

Bid Form

Special Conditions - All Contracts

Special Conditions - General Contract Only

Special Conditions - Mechanical & Electrical Contracts only.

Schedule of Drawings

MECHANICAL SPECIFICATIONS

M-1	General Mechanical
M-2	Plumbing
M-3	Heating & Ventilating
M-4	Controls
M-5	Insulation
M-6	Gas Fired Heating Alternate

SCHEDULE OF DRAWINGS

<u>Drawing Number</u>	<u>Description</u>
-----------------------	--------------------

MECHANICAL

M-1	Plot Plan
M-2	Foundation Plan
M-3	Floor Plan
M-4	Details

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

KIRKLAND PLUMBING & HEATING, Inc.

Oran Sullivan Pres

BY *Oran Sullivan, Inc.*
CONTRACTOR

[Signature]
CITY OF KIRKLAND by **MAYOR**
OWNER

Geo. A. Campbell, City Clerk

Exhibit C

THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER FOR CONSTRUCTION OF BUILDINGS



Issued by *The American Institute of Architects*
for use when a Stipulated Sum Forms the Basis of Payment

Approved by THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA; THE CONTRACTING PLASTERERS' AND LATHERS' INTERNATIONAL ASSOCIATION; COUNCIL OF MECHANICAL SPECIALTY CONTRACTING INDUSTRIES, INC.; THE NATIONAL BUILDING GRANITE QUARRIES ASSOCIATION, INC.; THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION; THE PAINTING AND DECORATING CONTRACTORS OF AMERICA, AND THE PRODUCERS' COUNCIL, INC.*

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This form is to be used only with the standard general conditions of the contract for construction of buildings.

THIS AGREEMENT made the TENTH
day of DECEMBER in the year Nineteen Hundred and 60
MACO Electric Contractors, Inc.
by and between
THE CITY OF KIRKLAND
..... hereinafter called the Contractor, and
..... hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE I. SCOPE OF THE WORK

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications, entitled **A Fire Station for the City of Kirkland**
~~Alternative 1 and 2~~
~~Alternative work including Addendum 1 through 5 inclusive~~ *DR 9*

(Here insert the caption descriptive of the work as used on the Drawings and in the other Contract Documents)
COULINGS & MARTINSON

prepared by
acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

* Formal approval, which has been given previous editions, has not yet been received from all of these organizations.
AGREEMENT BETWEEN CONTRACTOR AND OWNER.
Sixth Edition / Five pages / Page I.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced as stated below

and shall be substantially completed as stated below

(Here insert stipulation as to liquidated damages, if any.)

The Time of Completion: The work of this Contract shall be commenced as soon as the progress of General construction makes it feasible and shall be prosecuted with the utmost diligence in order that completion of the entire work be not delayed. Liquidated damages for each calendar day of delay in completion which, in the opinion of the architect, was caused by acts or omissions of this Contractor, he shall pay to the Owner the sum of \$25.00 as fixed agreed liquidated damages but not as penalty. Should an extension of time be granted to this Contractor he shall indemnify and save harmless the Owner for any loss to any other Contractor caused by such extension of time.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

(State here the lump sum amount, unit prices, or both, as desired in individual cases.)

~~FOURTY-SIX (\$4,346.56) DOLLARS.~~

(9,646⁰⁰)

Nine Thousand Six Hundred and



Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the ~~5th~~..... day of each month ~~5%~~..... per cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the ~~.....~~ **First (1st)**..... day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ~~.....~~ **85%**..... per cent of the Contract price.....

(Insert here any provision made for limiting or reducing the amount retained after the work reaches a certain stage of completion.)

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due ~~.....~~ **30**..... days after substantial completion of the work provided the work be then fully completed and the contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

AGREEMENT BETWEEN CONTRACTOR AND OWNER.

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ARTICLE 6. THE CONTRACT DOCUMENTS

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Kirkland, Washington.**

BID, CONTRACT & GENERAL

Addendum 1 through 5 inclusive.

**Advertisement for Bids
Instructions to Bidders
Schedule of Alternates
Schedule of Allowances
Schedule of Unit Costs
Bid Form
Special Conditions - All Contracts
Special Conditions - General Contract Only
Special Conditions - Mechanical & Electrical Contracts Only.**

Schedule of Drawings

ELECTRICAL SPECIFICATION

**E-1 General Electrical
E-2 Secondary Voltage
E-3 Control & Signaling**

SCHEDULE OF DRAWINGS

<u>Drawing Number</u>	<u>Description</u>
E-1	Plot Plan
E-2	Floor Plan
E-3	Details

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

NEECO Electric Contractors, Inc.

By _____
Contractor

CITY OF KIRKLAND by MAYOR
Owner

Geo. A. Crompton, City Clerk