



— MECHANICAL CONTRACTORS —

Facility Services
KOOTENAI COUNTY

Kootenai County Controls CO

Proposed Project Agreement

Date:
7/28/2025

Proposal Number:
FS12530

Prepared for:
KOOTENAI COUNTY
451 GOVERNMENT WAY
COEUR D'LALENE, ID 83816

Prepared by:
Cody Murdock

cody.murdock@apollomech.com



— MECHANICAL CONTRACTORS —
Facility Services



— MECHANICAL CONTRACTORS —

PROJECT PROPOSAL

Company

Apollo Mechanical
4114 E Boone Ave
Spokane, WA 99202
Ph:

Remit To

Apollo Mechanical
Contractors
PO Box 7287
Kennewick, WA 99336

Proposal Date: 7/28/2025
Proposal Number: FS12530

Bill To Identity

KOOTENAI COUNTY
451 GOVERNMENT WAY
COEUR D'LENE, ID 83816

Agreement Location

KOOTENAI COUNTY
451 GOVERNMENT WAY
COEUR D'LENE, ID 83816

OUR PROPOSAL INCLUDES:

New Scope

(30) Thirty Hydronic VAVs

- Re-use existing Heating Valve
- New Discharge Air Temperature
- VAV Damper Control
- New Wireless Space Temperature Sensor
- New Wireless Repeater
- Trane BACnet Symbio VAV Controller

Mechanical Room Hot Water System

- Re-use existing discrete control devices, ie: enable relays, status sensors
- New Supply and Return Water Temp Sensors
- Pumps Enable & Status
- New BACnet Symbio Field Controller and Enclosure

Additional Services

- Project Management – Engineering, Trane Tech, Graphics and Low Volt Subcontractor
- Project Engineering – Engineered Submittals and As-Builts
- Controls Technician – On site programming, wiring point to point checkout, startup and Trane commissioning.
- Low Voltage Install – Controller installation/mounting, conduit, wiring and termination.

All Exclusions

- ANY AHU VFDs
- ANY AHU Dampers
- Any temporary controls
- Painting, patching, or building repair work
- Any work not specifically listed above



Notes/Clarifications

- Work to be performed during normal business hours (7am to 4pm, M-F, Non-holidays), except for areas spelled out in the bid documents that require after hours work.
- Proposal does not include “Premium Time” or Price Contingency therefor
- Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded

WARRANTY: Our warranty on work performed is one (1) year, parts and labor on projects consisting of equipment replacement. Our warranty on all repairs consisting of replacement parts or mechanical repairs is 30 days.

"This proposal is based on current material costs and assumes no new or increased tariffs on imported steel, aluminum, or other materials applicable to this project. In the event that tariffs, duties, or other government-imposed cost increases become effective after the date of this proposal and impact the cost of materials included in this scope of work, Apollo Mechanical Contractors reserves the right to adjust pricing accordingly. Any adjustments will be based solely on the demonstrated increase in material costs resulting from such tariffs, as supported by supplier documentation."

TOTAL COST.....\$128,500.00

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Customer

Signature (Authorized Representative)

Signature (Authorized Representative)

Cody Murdock

Name (Print/ Type)

Name (Print/ Type)

Phone

Title

7/28/2025 FS12530

Date PO#

Date Proposal #



Project Agreement Terms and Conditions

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:
Owner shall be identified as “Purchaser” under these terms and contractor shall be identified as “contractor”.

1. **SCOPE OF WORK.** This proposal is based upon the use of **straight time labor only**. Purchaser shall not back charge contractor for any costs or expenses without contractor’s written consent.
2. **INVOICING & PAYMENTS.** Terms are Net 30. Invoices not paid within 30 days of date of invoice are delinquent. A 2% per month fee will be added for delinquent payments.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Apollo Facilities Group, then in the case of permanent unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Apollo Facilities Group shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Contractor warrants products installed by under this contract and workmanship for a period of 30 days unless specified elsewhere.
5. **LIABILITY.** Contractor shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Contractor or, alternatively, shall provide Contractor with acceptable tax exemption certificates.
7. **DELAYS.** Contractor shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Contractor’s control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of this contractor etc.
8. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **ATTORNEYS' FEES.** Purchaser agrees that he will pay and reimburse Contractor for any and all reasonable attorneys' fees which are incurred by the contractor in the collection of amounts due and payable hereunder.
10. **INSURANCE.** Insurance coverage in excess of Contractor’s standard limits will be furnished when requested and required. No credit will be given or premium paid by Contractor for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Contractor unless accepted by Contractor in writing.
15. **MAINTENANCE AGREEMENT TERMS.** Both parties can terminate agreement with thirty days of written notice.