



**INFORMATIONAL MEMORANDUM**

**TO:** Finance and Governance Committee  
**FROM:** Hari Ponnekanti, Public Works Director/ City Engineer  
**By:** Cody-Lee A. Gray, Public Works Operations Manager  
**CC:** Mayor Allan Ekberg  
**DATE:** July 07, 2023  
**SUBJECT:** 6300 Building Security Gate in Parking Garage

**Issue**

Approve a contract with Fence Specialists to install fencing and security gate around the 6300 Building parking garage.

**Background**

The parking garage under the 6300 building is used by city staff and members of the public to park vehicles while at the 6300 Building. Over the course of the past year, there have been reports of members of the unsheltered community using the parking lot overnight and leaving behind drug paraphernalia. Recently a new city vehicle was broken into resulting in \$5k in damages. Accordingly, staff have voiced safety concerns and recommend improving safety with the installation of a security fence and gate system.

**Analysis**

Facilities staff procured three proposals with Fence Specialists being the lowest bidder. The proposal has been reviewed & checked for accuracy.

**Financial Impact**

Fence Specialist proposal was the low bid with an estimate of \$46,960.00 plus tax of \$4,789.92 for a contract total of **\$51,749.92**. This item is not currently accounted for in the Facilities Maintenance budget and may require a budget amendment at year-end to reconcile.

**Cost Proposal**

Fence Specialists Contract	\$46,960.00
Sales Tax (10.2%)	<u>4,789.92</u>
<b>Total</b>	<b>\$51,749.92</b>

**Recommendation**

Council is being asked to approve the contract with Fence Specialists in the amount of \$51,749.92 and consider this item on the Consent Agenda at the July 17<sup>th</sup> Regular Meeting.

**Attachments** Contract Proposal  
Image of damaged vehicle.





## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

### CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and **Fence Specialists**, hereinafter referred to as "the Contractor," whose principal office is located at **10708 Golden Given Rd E, Tacoma, WA 98445**.

**WHEREAS**, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

**WHEREAS**, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$46,960.00 (plus tax)**.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **July 17<sup>th</sup>, 2023** and ending **December 31, 2023** unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**8. Record Keeping and Reporting.**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

**9. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

**10. Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

**11. Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

**12. Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

**13. Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

**14. Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

**15. Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila  
6200 Southcenter Blvd.  
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

**16. Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**\*\* City signatures to be obtained by  
City Clerk's Staff ONLY. \*\***

**\*\* Contractor signature to be obtained by  
sponsor staff. \*\***

CITY OF TUKWILA

CONTRACTOR:

\_\_\_\_\_  
Allan Ekberg, Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

Address: \_\_\_\_\_

\_\_\_\_\_  
Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

**FENCE SPECIALISTS**

10708 Golden Given Rd E • Tacoma, WA 98445

P.O. Box 44606 • Tacoma, WA 98448

Phone (253) 531-5452 • Fax (253) 531-5457



**Contract Holder**  
 Contract GS-07F-0109V

PVV \_\_\_\_\_ RATE \_\_\_\_\_

SUBMITTED TO <u>CITY OF TUKWILA</u>	PHONE <u>206-571-6294</u>	FAX	DATE <u>5/23/23</u>
ADDRESS <u>6300 SOUTHCENTER BOULEVARD</u>	JOB ADDRESS		
CITY, STATE & ZIP <u>TUKWILA, WA 98188</u>	EMAIL <u>HENRY.ANCIRA@TUKWILA.WA.GOV</u>		

<b>SPECIFICATIONS:</b> Footage <u>190</u> Height <u>7+1</u> Gauge: 9 <input checked="" type="checkbox"/> 11 <input type="checkbox"/> Top Rail: 1 3/8 <input type="checkbox"/> 1 5/8 <input checked="" type="checkbox"/> Tension Wire Incl. <input checked="" type="checkbox"/> Barb Wire _____ End Post <u>2 5/8</u> Line Post <u>1 7/8</u> Gate Post <u>4</u> Walk Gate <u>40"</u> Drive Gate <u>25FT</u> Gate Frame <u>1 5/8</u>	<b>CEDAR STYLES:</b> Solid <input type="checkbox"/> Panel <input type="checkbox"/> Other _____ Posts: _____ Gate Post: _____ Rails: _____ Trim: _____ Boards: _____	
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**SPECIAL INSTRUCTIONS:**

AUTOMATION \$29,960 (INCLUDED)

1. (2) GATE OPENERS.
2. (2) SHADOW PRESENCE COILS.
3. WIRELESS REMOTES (5), ADDITIONAL REMOTES AT \$20 EA.
4. 20 AMP CIRCUIT PER OPENER.
5. CARD READERS EXCLUDED.
6. MEXPAR WITH WIEGAND OUTPUT READY, NEXT TO GATE.
7. MAG LOCK FOR DOUBLE GATE.

EXCLUDES: PERMITS, BONDS, ELECTRICAL, TRENCHING, ASPHALT PATCHING, CONCRETE FINISHING.

<b>GROUND CONDITIONS</b>	<input checked="" type="checkbox"/> Set Posts in Concrete <input type="checkbox"/> Clear Fence Lines <input type="checkbox"/> Dirt Removal <input type="checkbox"/> Hauling of Debris <input type="checkbox"/> Stirrups <input checked="" type="checkbox"/> Plated <input type="checkbox"/> Sleeves
<input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Black Top <input type="checkbox"/> Rocky <input type="checkbox"/> Hard Pan <input checked="" type="checkbox"/> Dirt	

**All Workmanship and Materials Guaranteed For 1 Full Year.**

We Propose hereby to furnish material and labor - complete in accordance with this contract.

**The sale is for cash on completion. A down payment must be paid before work may begin.**

If account is overdue the purchaser agrees to pay a delinquency charge of 1.5% per month on the unpaid balance and an additional surcharge of 25% on account balance plus reasonable attorney's fees, if account is referred to an attorney for collection. Locating, clearing and staking of fence and/or property lines is the sole responsibility of the purchaser. Purchaser further agrees that Fence Specialists shall not be held responsible for any damage to underground pipes, wires or hidden obstructions, and herewith waives any claims relating thereto.

**WARRANTY**

Fence Specialists warrants that all work will be performed in a commercially expeditious manner and all work will be performed to industry standards. Products supplied by suppliers, manufacturers and subcontractors to the project are warranted only to extent that the suppliers or manufacturers of those products provides a warranty. The period of warranty is for 13 months from the date of the contract and thereafter expires. If customer wishes to file a claim based on warranty, contract or tort, the claim must be filed in a court of competent jurisdiction within 30 days following the expiration of the warranty period. Any breach of warranty, which is not filed within this period of time, is waived. All claims must be faxed or mailed to the contractor within the warranty period, and any subsequent claims by the customer are limited to the written claims sent to the contractor during the warranty period. **This warranty expressly excludes all other warranties available under Washington or federal laws, including any expressed or implied warranties of fitness, merchantability or habitability.** The following items are expressly excluded from being warranted: Any and all wood for any reason, metal finishes, galvanizing, powder coating, paint, any damage that has been caused after initial installation, the containment of pets, animals, people or any other thing, the protection of property from trespass or habitation of pets, animals, people or any other thing, ground movement caused by erosion or settling or any other force.

**NOTICE: Fence Specialists reserves the right to research your credit history to determine payment terms.**

Salesperson THOMAS  
 Signature \_\_\_\_\_

Above specified work to be completed for the sum total of:

SUBTOTAL \$46,960  
 SALES TAX \_\_\_\_\_  
 TOTAL \_\_\_\_\_

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

DOWN PAYMENT \_\_\_\_\_  
 BALANCE DUE \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within 14 days.



These prices subject to company audit before installation.

30% DOWN - FULL PAYMENT DUE UPON COMPLETION





