



TO: Community Services & Safety Committee

FROM: Kris Kelly, Acting Parks & Recreation Director

BY: John H Dunn III, Recreation Superintendent

CC: Mayor McLeod

DATE: August 12, 2024

SUBJECT: Foster Golf Links Roof Replacement Proposed Contract

ISSUE

The Foster Golf Links Clubhouse roof has reached the end of its expected service life and is in need of replacement. Several quotes have been obtained with the lowest responsive bidder estimating a cost requiring City Council approval before a contract can be signed. Parks and Recreation staff are seeking approval for the mayor to sign the contract with Forever Roofing to replace the roof at the Foster Golf Links Clubhouse.

BACKGROUND

The roof has reached end of life as the composite shingles are showing exposed cracks and worn down to the fiberglass underlayment. This has caused various leaks in recent years and threatens to cause further damage to the structure if not replaced before the next rainy season.

DISCUSSION

After recent leak investigations and repairs from roofing contractors, it has come to the point that the roof needs to be replaced. In addition to roofing contractors recommending roof replacement, the insurance carrier for Billy Barroo's Restaurant (The on-site concessionaire at Foster Golf Links) is also requiring a roof replacement to continue coverage of the business.

Once the base roof is removed, repairs will be made to any plywood that is damaged and then the new roof will be installed. As the extent of any damage is unknown until the roof is removed, a 3% contingency is built into the contract for plywood repair.

FINANCIAL IMPACT

This contract is not to exceed \$171,000 based on an initial roofing estimate of \$149,980 + 3% for plywood repair once shingles are removed + applicable sales tax (10.2%). This will be paid from the Foster Golf Links enterprise fund (Fund 411) and will not impact the General Fund (Fund 000).

RECOMMENDATION

The Council is being asked to authorize the mayor to sign the contract and consider this item for consent agenda at the August 19, 2024, Regular Meeting.

ATTACHMENTS

Proposed Contract
Appendix A- Proposed Scope of Work



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 **Forever Roofing**, hereinafter referred to as "the Contractor," whose principal office is located at **5023 South 144th St., Seattle, WA, 98168.**

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 A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$171,000** as described in Exhibit A.
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 **September 1, 2024**, and ending **December 31, 2024**, 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 as 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 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:

Thomas McLeod, Mayor

By: _____

Printed Name: _____

Title: _____

ATTEST/AUTHENTICATED

Address: _____

Andy Youn, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A



Foreverroofing.net
info@foreverroofing.net

| | | |
|--|-----------------------------|----------------------|
| OWNER/BUYER NAME <u>Forester Golf Link</u> | MAILING ADDRESS/SAME AS JOB | |
| WORK LOCATION <u>13500 Interurban Av S</u> | OWNER'S HOME PHONE | OWNER'S MOBILE PHONE |
| OWNER'S CITY, STATE & POSTAL CODE <u>Seattle WA</u> | OWNER'S EMAIL | |

AGREEMENT FOR ROOFING SERVICES (we felt the owner(s) of the premises mentioned below, hereby authorize Forever Roofing (as a contractor) to furnish all necessary materials labor and workmanship to install, construct, and make improvements according to the following specifications, terms, and conditions, on the premises described above:

Tear off 0/yes layers of roofing - add \$_____ for additional layers

General Specs

Sheathing: Yes No 1/2 CDX 07/16" OSB

26 gauge drip edge flashing YES NO

26 gauge roof to wall flashing YES NO

26 gauge gutter edge flashing YES NO

26 gauge valley flashing YES NO

26 gauge skylight flashing YES NO

26 gauge chimney flashing YES NO

26 gauge counter flashing YES NO

Roof Venting: Box Vents Ridge Vents

Replace the following vents Dryer Bathroom Gas

Plywood Repair \$_____ Sheets 14x8 1/2" COX

Low-Slope Specs

Underlayment: 15lb. FR-50 Fiberglass Base Sheet

Build-in gutters and low sloped areas: Torch down TPO

Low-sloped Products

Pipe/Plumbing Vents: YES NO GAF PVC

1/2 Recovery Fiber Board YES NO

One-Ply Torch Down Smooth Granulated

Two-Ply Torch Down Smooth Granulated

60 Mil TPO PVC 60 Mil

80 Mil TPO Color: _____

3" Stainless Steel Drains

Metal Roof Specs

Underlayment: 15lb. Titanium UDL

High temp ice and water shield: YES NO

1/2 Recovery Fiber Board: YES NO Tigerpaw

Pipe/Plumbing Vents: Universal rubber boot

Metal Roof Products (All metal prices include manufactures accessories)

SL 100 24 ga.: 26 ga.:

SL 1750 24 ga.: 26 ga.:

CB 750 24 ga.: 26 ga.:

Color: _____

Note: All standing seam panel prices will have a 35% increase if 12" panel is selected

Steep Slope Roof Specs

Underlayment: 15lb. 30lb. Tigerpaw Synthetic

Ice and water shield YES NO Valley Rakes Gutters

Roofing nails: Hot Dipped Galvanized Electro Galvanized

Ridge cap: Standard High Profile

Plumbing vents: Stone Coated Lead Neoprene No-Caulk

Steep-sloped products GAF Certain Teed Owens Corning Pabco IKO

Presidential Color: _____

Presidential TL Other: _____

Install downspouts: YES NO Install Fascia Boards: YES NO

Install gutters: YES NO Velux Flash Kits: YES NO

Gutter Screens: YES NO Replace skylights: YES NO

Warranty: 1 Year 3 Year 5 Year 10 Year

Insulation

Insulation/Taper System YES NO Blows in YES NO

Inches - R-Value: _____

DEFERRED PAYMENT PLAN
(Appropriate Terms)

\$_____ Per month for _____ Months

First payment to be on _____

ANNUAL PERCENTAGE RATE _____% On Approved Credit Only

Customer agreed Forever Roofing to park their trucks and trailers in driveway. Not responsible for any damage.

Notes

After completion of job Forever Roofing will haul all debris to the proper facility

WE OFFER FINANCING 0% APR

Cash
Credit Card
Check (All checks made payable to Forever Roofing)

* Promotional Offers will not be honored on any negotiated prices.
** Balance will be paid on the completion of project. Items that will be billed and for paid separately include: any non-roofing trades, gutters, Time and Materials.
Any and all job surplus materials are property of Forever Roofing.

Agreement is binding only if accepted by owner of Forever Roofing. Verbal agreements are not recognized. Work order includes complete agreement. In the event of breach of contract, the property owner(s) also agrees to pay reasonable attorney fees for consultation and/or such litigation, including all expenses and any other expenses allowed by law. Any controversy or claim arising out of or relating to this work order or date of the transaction.
All ceilings, especially cathedral or vaulted ceiling areas can experience "nail pops", (a sheetrock nail which backs out and causes a hole in the interior finish) from the tear off and re-roofing process. This is unavoidable and repairs are the responsibility of the homeowner.
During roof installations, all satellite and/or antenna type equipment must be removed. Forever Roofing will reattach equipment at end of project but you will need to contact your service provider to adjust signals.

Late Payment: 0-4 days 5-20 days 20-30 days 30-60 days 20% Over 90 days 25%

PRICES IN THIS PROPOSAL ARE GOOD FOR _____ DAYS

Contractor/Seller Signature _____ Date 2/16/2024

Buyer Authorized Signature _____ Date _____

Roof Price: \$ 149,980

Extras: \$ _____

Discounts*: \$ _____

Sales Tax - 10%: \$ _____

Grand Total \$ _____

Deposit % \$ _____

Due Upon Completion***: % \$ _____

Forever Roofing
5023 South 144th Street Seattle, WA 98168 (206) 261-3683
www.Foreverroofing.net info@foreverroofing.net