



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/ City Engineer
By: Henry Ancira, Facilities Superintendent
CC: Mayor Allan Ekberg
DATE: August 20, 2021
SUBJECT: Tukwila Community Center Exterior Painting Contract
Project No. 92130302

Issue

Award a contract with Long Painting Company to paint the exterior of the Tukwila Community Center.

Background

The Tukwila Community Center’s siding was recently replaced in several areas around the building due to damage. The siding damage was the result of water intrusion over many years, due to inferior or absent flashing protection. Construction of the siding was physically completed on November 18, 2020. Painting the exterior of the Tukwila Community Center will protect and preserve the recently installed siding repairs.

Analysis:

Bids for the Tukwila Community Center Exterior Paint Project were received by three contractors. The bids were checked, tabulated, and no errors were found. Two of the contractors rescinded their bids due to full schedules through 2021. The remaining contractor was Long Painting Company, with a cost estimate of \$107,478, plus tax of \$10,855, for a contract total of \$118,333.28.

Financial Impact

Painting the Tukwila Community Center exterior is budgeted in the 2021 CIP through the 303 Fund. Long Painting Company has provided a cost estimate of \$107,478, plus tax of \$10,855, for a contract total of \$118,333.28. The contract costs fall within the project budget.

	<u>Contract Amount</u>	<u>Project Budget</u>
Long Painting Contract	\$107,478.00	\$140,000
Sales Tax (10.1%)	<u>10,855.28</u>	
Total	\$118,333.28	

Recommendation

Council is being asked to award the contract with Long Painting Company in the amount of \$118,333.28 and consider this item at the August 23, 2021 Committee of the Whole Meeting and the Special Meeting Consent Agenda to follow that same night.

Attachments: Contract For Services
2021 CIP Page 47

Fleet & Facility Services – 14000 Interurban Avenue, Tukwila, WA 98168 – 206-431-0166



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 Long Painting Company, hereinafter referred to as "the Contractor," whose principal office is located at 21414 68th Avenue South, Kent, WA 98032.

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 \$107,478 + Washington State Sales 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 September 13, 2021 and ending November 1, 2021, 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 21st day of July 2021.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

July 7 2021

City of Tukwila

Attn: Mike Sodon

Project: Tukwila Community Center Repaint

Scope of Work: Pressure wash, prep and apply two full coats of finish to the exterior.

BASE BID PRICING	UNIT	VALUE
1) Base Bid	LS	\$ 107,478

General Clarifications:

- Assumes matching existing colors & color schemes with two full coats of Sherwin Williams A-100 latex finish.
- Owner will be responsible for cutting back all shrubs and trees needed for use to access scope of work.
- All stained wood and factory-finished items (man doors, gutters and downspouts) are excluded from our scope of work.
- Proposal assumes painting lower flashing in with the body color please see attached scope.
- Proposal assumes some soffit repairs under entry please see attached scope.
- Proposal assumes painting all sprinkler pipe and previously painted man doors and frames.

Base Bid Inclusions:

- Includes a 1-year warranty from date of completion.
- Lifts and safety equipment as necessary to complete this scope.
- Mask and protect all finishes not scheduled for paint.
- Pressure wash all areas to receive paint finish and all gutters and downspouts.
- Overlay all existing caulked areas needed before applying finishes.
- Apply two full coats of latex finish to all previously painted surfaces. Excluding areas mentioned above in clarifications.
- Clean all work areas daily.

Exclusions:

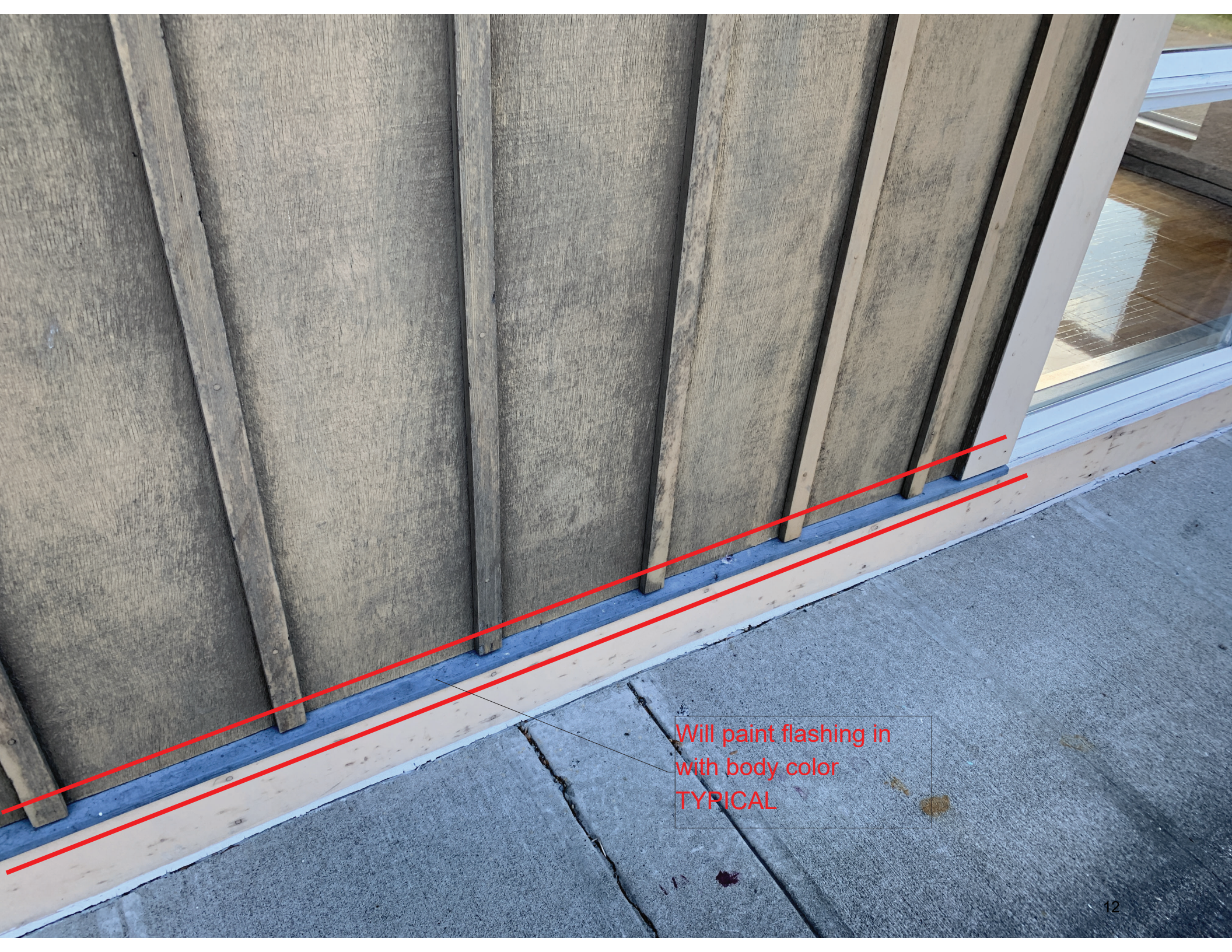
- Washington sales tax
- Pressure washing brick.

Please feel free to contact me at (253) 234-8084, if you have any further questions.

**Sincerely,
LONG PAINTING COMPANY**



Mitchell Higgins
Project Manager/Estimator - Email: Mitchellh@longpainting.com



Will paint flashing in
with body color
TYPICAL



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Facility Improvements

Project No. Various

DESCRIPTION: Yearly improvements and required maintenance to City facilities that are located throughout the City.

JUSTIFICATION: Maintenance of existing facilities and required updating and improvements.

STATUS: Ongoing.

MAINT. IMPACT: None.

COMMENT: Ongoing project, only one year actuals are shown in first column.

FINANCIAL (in \$000's)	Through		Estimated								TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND		
EXPENSES											
Engineering		4	50		50	50	50	50	50	50	304
Land (R/W)											0
Construction	32	156	140	150	150	150	150	150	150	150	1,228
TOTAL EXPENSES	32	160	190	150	200	200	200	200	200	200	1,532
FUND SOURCES											
Awarded Grant											0
Proposed Grant											0
Mitigation Actual											0
Mitigation Expected											0
City Oper. Revenue	32	160	190	150	200	200	200	200	200	200	1,532
TOTAL SOURCES	32	160	190	150	200	200	200	200	200	200	1,532

Facility Projects scheduled for 2021-2022

TCC Exterior Paint/Stain	\$ 140,000	2021
TCC Retrofit HVAC Chiller	10,000	2021
City Hall Seismic Study	40,000	2021
	<u>\$ 190,000</u>	
City Hall Siding Repairs	100,000	2022
Fire Station 53 Exterior Paint/Stain	<u>50,000</u>	2022