RESOLUTION NO. 19-0463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGECWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SECURITY GATE AND ACCESS, LLC (SGA) TO CONSTRUCT AN AUTOMATED CANTILEVER SECURITY GATE AT 10215 – 24TH STREET EAST.

WHEREAS, by adopting Resolution 18-0426 on August 28, 2018, the City Council authorized execution of a Purchase and Sale Agreement for the property located at 10215 24th Street East; and

WHEREAS, said property was transferred to the City of Edgewood by Statutory Warranty Deed recorded at the Pierce County Auditor’s Office under Fee Number 201809170402 on September 17, 2018; and

WHEREAS, the City of Edgewood Public Works Department has used said property for outdoor storage of equipment and materials; and

WHEREAS, the existing rolling access gate is manually operated, requiring staff to leave vehicle(s) in the public right-of-way when opening and closing the gate, often temporarily blocking vehicular travel lane(s); and

WHEREAS, in order to mitigate the aforementioned safety concern, the Mayor and staff have solicited bids to install a new, automated, wirelessly-operated cantilever-style security gate; and

WHEREAS, following several months of coordination and requests, staff recommends proceeding with the bid from Security Gate and Access, LLC (SGA); and

WHEREAS, the City Council reviewed the proposal at the July 2, 2019 study session;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGECOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an agreement with SGA for the Public Works Yard Security Gate, per the Fate Proposal dated June 7, 2019 attached hereto as Exhibit A, for a contract amount not to exceed $19,700.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk
AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF EDGEWOOD (hereinafter called the Owner) and Security Gate and Access, LLC (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

This project consists of construction of a HySecurity model Slide Smart DC15 AC with battery backup and smart board Gate pursuant to general specifications identified as Exhibit A attached hereto.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within 44 working days (the Substantial Completion Date) and physically complete the Work within 50 working days (the Physical Completion Date).

ARTICLE 3. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in Exhibit A (in United States dollars) for completion of the Work in accordance with the Contract.

ARTICLE 4. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Contractor’s Proposal as Exhibit A.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 5. MISCELLANEOUS.

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.

[Signature] (Contractor’s initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless
specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF EDGEWOOD

By Mayor Daryl Eidinger

Date

Security Gate and Access, LLC

By

Title President/MEG/MEMBER

Attest

Name and Address for giving notices:

Security Gate and Access, LLC
5402 184th St E, Suite C
Puyallup, WA 98375
Phone: 253-847-9362
www.sgawa.com
EXHIBIT A

Gate Proposal for
City of Edgewood
Cantilever Gate and Automation
June 7, 2019

Supply and Install:
1. HySecurity model Slide Smart DC15 AC with battery backup and smart board
2. Gate Edge AO, Sft, 2" profile, 10k resistive, AL Chl mount
3. TRA - IGZERELKIT-UL. Monitored gate edge: Receiver/Transmitter Kit
4. Doreen 6" Guide Roller, UL (3 sided)
5. Linear MKP - Wireless Keypad (Metal Housing).
6. Linear AP-5 MegaCode 2 channel Super HET Receiver
7. Linear Act 31-B single button transmitter
9. Gate, Cantilever, Chain Link 6’ tall with 3 strands barbed wire galvanized finish
10. HiMotions Track and Roller System for slide gate
11. 4" Round posts 7’ tall Schedule 40 Galvanized
12. Procure low voltage electrical permit and inspection. Permit fee added when acquired and billed at completion.

1. Pour footings for operator bases and Himotions track.

Your investment installed is $17,869.00 plus tax. This is the cash/check price, credit cards have a 3% convenience fee. This estimate is not the final contract amount and is intended for budget purposed. This estimate provides the customer with a detailed estimated price for requested work and is subject to change if adjustments are needed. The final price will be listed on the agreed upon and signed contract.

*The above pricing does not include any building permits that are required by the county or city in which the property is located. Obtaining building permits is the responsibility of the owner.

Provided by others:
110 volt power to the gate operator and connection. When excavating for electrical is done, excavate for post and operator footings. SGA will form and pour concrete. Excavation where gate will slide into so that gate is clear of the ground.