HIGHLINE WATER DISTRICT KING COUNTY, WASHINGTON

RESOLUTION 25-07-16C

RESOLUTION AUTHORIZING AGREEMENT #25-50-10 WITH LONG BUILDING TECHNOLOGIES FOR ACCESS CONTROL ADDITIONS AT PUMP STATION #3

WHEREAS, Highline Water District ("District") is a water-sewer special purpose district existing pursuant to Title 57 Revised Code of Washington, owning and operating a water system within its corporate and service area boundaries in King County, Washington for the benefit of its customers; and,

WHEREAS, RCW 39.34.030 (1) authorizes the joint and cooperative exercise of shared powers, privileges and authority between public agencies of the State of Washington and public agencies of any other state; and, pursuant to RCW 39.34.030 (5)(b), with respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal or contract awarded by another public agency or by a group of public agencies, any statutory obligation to provide notice for bids or proposals that applies to the public agencies involved is satisfied if the public agency(s) that awarded the bid, proposal or contract complied with its own statutory requirements; and,

WHEREAS, by passage of Resolution 24-9-4B, the Board of Commissioners authorized the execution of Contract Usage Agreement #2024CUA872 with Washington Department of Enterprise Services for Designated Enterprise Procurement Solutions for Goods/Services ("Contracts") effective September 11, 2024; and,

WHEREAS, a need for increased security at Pump Station #3 has been identified in the District's 2021 Risk and Resiliency Assessment with costs for the recommended additional security measures allocated in the District's 2025 mitigation budget; and,

WHEREAS, through Washington DES Security and Fire Protection Services Contract #24223, the District has solicited a proposal from Long Building Technologies for the addition of Access Control and Closed Circuit Television (CCTV) to be added to PS#3; and,

WHEREAS, the District's Operations Manager and General Manager have reviewed the proposal submitted by Long Building Technologies (Exhibit A) and recommend approval of this resolution;

NOW, THEREFORE, BE IT RESOLVED,

The General Manager or designee is authorized to enter into Contract #25-50-10 with Long Building Technologies, (**Attachment 1**, incorporated herein by this reference), for a not to exceed amount of \$39,947.00 excluding Washington State sales tax.

Resolution 25-7-16C 1 of 2

HIGHLINE WATER DISTRICT KING COUNTY, WASHINGTON

RESOLUTION 25-07-16C

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held on the **16th** day of **July 2025**.

BOARD OF COMMISSIONERS

DOTALD OF CO	MANAGERS
DocuSigned by:	Signed by:
Vince koester	todd Fulty
Vince Koester, President	Todd Fultz, Secretary
DocuSigned by:	Signed by:
Polly Daigle	Daniel Johnson
Polly Daigle, Commissioner	Dan Johnson, Commissioner
Signed by:	
Kathleen Quong-Vermeire	
Kathleen Quong-Vermeire, Commissioner	

Resolution 25-7-16C 2 of 2

HIGHLINE WATER DISTRICT MP2025-08 / CONTRACT #25-50-10

THIS AGREEMENT ("Agreement") is entered into between HIGHLINE WATER DISTRICT, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and Long Building Technologies (hereafter referred to as "the Contractor"), in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. <u>Project.</u> Pursuant to DES Master Contract 24223, The Contractor shall do all work and furnish all tools, materials and equipment for the District's project known as:

Pump Station #3 Access Control

("Project") in accordance with and as described in the <u>June 19, 2025</u> Contractor's proposal, attached as **Exhibit A** and incorporated herein by this reference.

- 2. <u>District Agreement.</u> The District employs the Contractor to provide the materials and to do and cause to be done the Project work described above and to complete and finish the work according to the attached plans and specifications, if any, and the terms and conditions of this contract and agrees to pay for the work at the time, in the manner and upon the conditions provided for in this contract.
- 3. <u>Contractor Agreement.</u> The Contractor agrees to fully perform the work upon all terms and conditions as contained in this contract. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the project provided for in this contract, except those that are mentioned in the specifications to be furnished by the District.
- 4. Completion Deadline/Liquidated Damages. The work must commence within ten (10) calendar days of the provision of the agreed Notice to Proceed. Completion time shall be no later than November 31, 2025. There shall be no work performed on holidays or weekends, unless approval for such work is granted by District. Requests for such extended work shall be made at least 24 hours prior to that requested time. Coordination with Highline Water District for access to site is required. Contact Al Metz at (206) 396-9266.

If the work is not completed within that time period, because of difficulty in computing the actual damages to the District arising from any delay in completing this Agreement, it is determined in advance and agreed by the parties that the Contractor shall pay the District the amount of \$100.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages which the District will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of this Agreement shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the District will actually suffer damages in the above amount for each day during which the completion of the work is avoidably delayed beyond the agreed completion date.

HIGHLINE WATER DISTRICT MP2025-08 / CONTRACT #25-50-10

- **5.** <u>Project Cost.</u> The amount of the project cost is not to exceed \$<u>39,553.00</u> plus Washington State sales tax unless amended and authorized by the District.
- 6. Payment Terms. The District shall pay the Contractor on the following terms: Incremental payments, plus Washington State Sales tax to be paid from a contractor invoice (which must be approved by the District's Engineering/Operations Manager or designated Supervisor). Per RCW 60.28.11(1)(a) public improvement contracts must provide, and public bodies must reserve, a contract retainage not to exceed five percent of the moneys earned by the contractor as a trust fund for the protection and payment of: (i) The claims of any person arising under the contract; and (ii) the state with respect to taxes, increases, and penalties imposed pursuant to Titles 50, 51, and 82 RCW which may be due from such contractor.

7. Prevailing Wages (Appendix A).

The Contractor shall pay prevailing wages and shall comply with RCW 39.12 and RCW 49.28. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the work must be posted for the benefit of workers. At the conclusion of the Agreement, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Agreement shall be withheld until certification by the director has been received by the District that the prevailing wage requirements of the law have been satisfied. The Contractor hereby certifies that it has not been cited for two violations within the last five (5) years and is thus prohibited from bidding on public works projects. The Contractor further assures the District that it will use no sub-contractor who is thus prohibited.

Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement (**Appendix A2**) that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (Reference RCW 39.04.350).

All businesses are required to have training before bidding and/or performing work on public works projects under the responsible bidder criteria in RCW 39.04.350 and RCW 39.06.020. A business is exempt from this training requirement if it has been in business with an active Unified Business Identifier (UBI) number for 3 or more years AND has performed work on 3 or more public works projects.

Weekly certified payroll reports are required to be filed online with L&I at least once a month for all public works projects. Reference <u>RCW 39.12.120</u>. Please note, contractors can be penalized for failing to file.

8. Indemnification and Hold Harmless. The Contractor shall indemnify, defend and save the District and its commissioners, manager, employees and engineers harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Agreement, or caused in whole or in part by reason of the presence of the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses

HIGHLINE WATER DISTRICT MP2025-08 / CONTRACT #25-50-10

resulting from and to the extent of the sole negligence of the District with regard to activities within the Contractor's scope of work.

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 District, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

In a lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents, employees and volunteers, the Contractor shall pay the same.

9. Bond.

RCW 39.08.010

(3) On contracts of one hundred fifty thousand dollars or less, at the option of the contractor or the general contractor/construction manager as defined in RCW 39.10.210, the respective public entity may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

Pursuant to RCW 39.08.010(3), the undersigned contractor elects to waive the requirement for a performance and payment bond and instead agrees to have Highline Water District retain ten percent (10%) of the contract amount.

Contractor Name: Long Building Technologies
Authorized Representative: Craig Englebrecht
Title: Vice President
Signature:
Date:
OR

- (4) For contracts of one hundred fifty thousand dollars or less, the public entity may accept a full payment and performance bond from an individual surety or sureties (**Appendix B**).
- (5) The surety must agree to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

HIGHLINE WATER DISTRICT MP2025-08 / CONTRACT #25-50-10

10. Insurance.

- 10a The Contractor shall obtain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability insurance policies with insurance companies which have an A.M. Best's rating of A VII or better, and which are approved by the Washington Insurance Commissioner pursuant to RCW 48.
- 10b The Contractor shall file with the District a certified copy of all policies or a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements. The Contractor's Department of Labor & Industries' account number shall be noted on the certificate of insurance. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.
- 10c The Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the District. The insurance shall provide coverage for the Contractor, his subcontractors and the District.
- 10d The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees and volunteers as insureds with regard to damages and defense of claims arising from: (I) activities performed by or on behalf of the Contractor; or (ii) products and completed operations of the Contractor; or (iii) premises owned, leased or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the Agreement.
- 10e The coverage provided by the Contractor's insurance policies shall be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District. Any insurance that might cover this Agreement which is maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.
- **10f** The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.
- 10g Types and Limits of Insurance Requires:

COMMERCIAL GENERAL LIABILITY

- ▶ \$1,000,000 per occurrence liability (including extended bodily injury)
- ▶ \$2,000,000 annual aggregate

HIGHLINE WATER DISTRICT MP2025-08 / CONTRACT #25-50-10

- District Employees, Elected and Appointed Officials and Volunteers as Additional Insureds
- ▶ Workmen's Compensation L1 employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance. Contractor shall also be required to carry Stop Gap Liability Insurance for \$500,000 each occurrence, each accident.
- Employers Liability (Stop-gap)

AUTOMOBILE LIABILITY

- ▶ \$1,000,000 per accident bodily injury and property damage liability, including:
- Any owned, hired or non-owner automobile.
- 10h The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
- 11. <u>Termination</u>. The District may terminate this Agreement at any time upon written notice to Contractor, subject to the District's obligation to pay Contractor in accordance with subsections A and B below.
 - 11a In the event this Agreement is terminated by the District other than for fault on the part of the Contractor, a final payment shall be made to the Contractor for actual cost of work completed at the time of termination of the Agreement. No payment shall be made for any work completed after receipt by the Contractor of the termination notice. If the accumulated payment(s) made to the Contractor prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Contractor shall immediately reimburse the District for any excess paid.
 - 11b In the event the services of the Contractor are terminated by the District for fault on the part of the Contractor, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the District with consideration given to the actual costs incurred by the Contractor in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the District at the time of termination, the cost to the District of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the District of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

HIGHLINE WATER DISTRICT MP2025-08 / CONTRACT #25-50-10

12. <u>Dispute Resolution.</u>

- 12a Mediation. If any dispute, controversy, or claim arises out of or relates to this Agreement, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate for at least four hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees associated with the mediation.
- **13.** <u>Effective Date.</u> The effective date of this Agreement shall be the date that the Agreement is signed by an authorized representative of the District.

14. Authority.

The individuals who sign this Agreement on behalf of the respective party represent and warrant they have the full power and authority and are authorized by the party to do so.

	HIGHLINE WATER DISTRICT (Owner)	LC	ONG BUILDING TECHNOLOGIES (Contractor)
Ву:		Ву:	
	Jeremy DelMar		Craig Engelbrecht
Title:	General Manager	Title:	Vice President
Date:		Date:	
MAILIN	'G ADDRESS:	MAILIN	IG ADDRESS:
23828 3	30th Ave S	800 SW	/ 34 th Street, Ste A
Kent, W	/A 98032	Renton	, WA 98057
CONTA	CT PHONE:	CONTA	ACT PHONE:
Office (2	206) 824-0375	206-30	0-1503
Fax (206	6) 824-0806		<u> </u>

EXHIBIT A



Highline Water District 23828 30th Ave S Kent, WA 98032

Attn: Phillip Hite

Date:	June 19, 2025
Proposal #:	733915
Expiration:	30 days from above date
Account Manager:	Jim Jamison
Contact Number:	(206) 300-1503

Project: Highline Water District - Pump Station #3 Security Adds

Thank you for the opportunity to submit a <u>PROPOSAL</u> for adding Access Control and CCTV to Pump Station #3 for Highline Water District. LONG Building Technologies is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate based on your request, per scope provided by HWD dated 5/6/25 and subsequent site visit 5/13/25. Pricing will meet the requirements listed within **LONG's NASPO Washington State DES Contract # 24223**.

A. SCOPE OF WORK - SECURITY

Access Control System:

1. Main Entry Double Doors:

- Install a card reader integrated into the lock on the right-hand leaf of the double doors.
- Electrify the right-hand leaf of the double doors with hinges.
- Add an astragal to cover the potential pry point between the doors.
- Ensure the left leaf remains mechanical and pegged.

2. Control Panel:

o Wall-mount a Lenel control panel enclosure on the west interior wall.

3. Vehicle Gate Operator and Knox Box:

Integration with the access control system and can be opened using the district's existing equipment.
 Conduit will be provided from the gate operator to the interior of the building, by the gate contractor. Gate controller provided and installed by Gate Contractor.

CCTV Surveillance System:

4. Cameras:

- o Install three exterior 4K Axis Single Image cameras at the NE, SW, and SE corners of the building.
- o Install two interior 5MP Axis Single Image cameras inside the station, pointed at each doorway.

5. NVR and Software:

- o Provide and install a network video recorder (NVR) with Milestone XProtect software.
- o Mount the NVR on a shelf/rack on the west interior wall.
- o Provide and install PoE Switch.

General Security

6. Rear Entry Door

o Installing a commercial-grade door closer

d. Programming and Testing:

- Program all installed devices and ensure proper functionality.
- Perform on-site and offsite testing with Highline personnel to verify access control functionality and camera coverage.

State Contract

Pricing in this proposal complies with DES Contract 24223 for Security and Fire Protection Services. This work falls within Category 14, Surveillance Services and Equipment. Highline Water District may utilize this contract as appropriate to write a purchase order for these services.

LONG Building Technologies, Inc. 800 SW 34th. Street, Ste. A, Renton, WA 98057 206.300.1503 TEL 206.328.0829 FAX WA UBI: 603 434 121 Construction Contractor: LONGBBT869QL

We are pleased to offer this detailed Scope of Work for your project.

В.	PRICE	OF \	NORK
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1.	Base Bid	\$39.553

C. INCLUSIONS:

- Provide materials listed.
- Work performed during normal business hours.
- LONG will program all systems.
- LONG will test the functionality of all systems and devices.
- LONG will train the end user on the operation of the systems.

D. EXCLUSIONS:

- 1. LONG excludes all tariff or other additional import charges not included in the quoted costs.
- 2. All taxes and assessments related to this project.
- 3. IP Addresses provided by owner.
- 4. Pathways to gate.
- 5. Builders Risk Insurance.
- 6. Monitoring of security systems by others.
 - □ Cutting, patching, painting of finishes □ Core drilling, saw cutting □ Trenching, tunneling.
 - ☐ Hazardous materials handling ☐ Provision of access doors ☐ Demolition
 - \boxtimes Bid bond \boxtimes Payment bond \boxtimes Performance bond \boxtimes Work outside normal business hours

RESPONSIBILITY MATRIX	LOI	NG	Owner		Electrical		LONG Subcontractor		Other	
IVIATRIA	Furnish	Install	Furnish	Install	Furnish	Install	Furnish	Install	Furnish	Install
Security Equipment	Х							Х		
Workstations			Х							
Training	Х									
IP Addresses			Х							
Commissioning	Х									
120VAC power										
Head-End Trim		Х								

	Accepted for:	Submitted by:	LONG Building Technologies
IZE	Accepted by:	Submitted by:	Jim Jamison
AUTHORIZE	Title:	Title:	Senior Account Executive
AUT	Signature:	Signature:	
	Date:	Date:	May 30, 2025

Notwithstanding any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and, on the pages, attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

LONG Building Technologies, Inc. 800 SW 34th. Street, Ste. A, Renton, WA 98057 206.300.1503 TEL 206.328.0829 FAX
WA UBI: 603 434 121 Construction Contractor: LONGBBT869QL Page 2 of 4



Highline Water District

Access Control Materials

Qty	Make	Model	Description	Value	•
2		12V-BATT	12 Volt 7 Amp Hour Battery	\$	64.00
1		LNL-X2220	Intelligent Dual Reader Controller - Power by 12 or 24 VDC	\$	2,039.00
1		LSP-4DR-E2M	Life Safety Power Supply	\$	519.00
1		MCKQC-C400P	12 Wire Harness	\$	69.00
1		MCKTA2314 4.5X4.5 US26D QC12	Electrifiend Hinge	\$	304.00
2		NORPR7500-SW-689	Door Closer	\$	590.00
1		PEM3572-10BE84	Astragal	\$	382.00
1		SARSN200-10GX270-24V-BIPS-03-LL 26	Sn Series Cylindrical Lock	\$	1,539.00
			Total Materials	<u> </u>	5 506 00

CCTV / System

Qty	Make	Model	Description	Value	•
3		01190-001	Axis T94SO1P Conduit Back Box	\$	353.00
2		02329-001	Axis P3267-LV Fixed Dome	\$	1,458.00
3		02332-001	Axis P3268-LVE Fixed Dome	\$	2,872.00
3		02629-001	Axis Tp3823-E Weathershield BI 2pk	\$	216.00
1		HE350R-8TB	Husky IVO 350 Rack Mount Win10, 8TB(2x4TB)	\$	4,572.00
1		TPE-TG84	8 Port POE Switch	\$	133.00
5		YXPPPLUSDL	2 Years Care+ for Xprotect Professional+ DL	\$	144.00
			Total Materials	\$	9.748.00

Labor

	IMILI	Admin	Total Labor	Φ.	3 480 00
2	мн	Admin	Admin	¢.	250.00
5	MH	PM	Project Manager / Project Engineer	\$	900.00
5	МН	Project Engineer	Project Engineering / Drawings / Support	\$	900.00
4	МН	Travel	Travel	\$	520.00
7	MH	Labor	Installation	\$	910.00

Subce Subcontractor

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1	1 Door Solutions	Door Sub-Contractor	\$ 2.100.00
1	1 Valley Electric	Electrical Sub-contractor	\$ 18,719.00

Total	\$39,553.00