



**City of Gig Harbor
City Council Meeting Agenda Bill**

Meeting Date: February 14, 2022

SUBJECT: Purchase Authorization – Ancich Storage Racks

PURPOSE: The purpose of this purchase authorization is to provide for the public storage racks at Ancich Waterfront Park.

SUGGESTED MOTION: Approve and authorize the Mayor to execute the purchase of Storage Racks from Focus Tool & Engineering, Inc., for their price quotation of \$41,837.95, which includes applicable Washington State Sales Tax.

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

BACKGROUND INFORMATION: In the spring of 2019, the majority of Ancich Waterfront Park (3557 Harborview Drive) construction was completed. One of the outstanding items to complete is the manufacturing and installation of custom storage racks with locking mechanisms for the public’s canoes, kayaks, and stand-up paddleboards. The building provides easy waterfront access to Gig Harbor Bay and vehicle access to Harborview Drive

DISCUSSION: Price quotations for the Ancich Storage Racks were obtained following the process outlined in RCW 35.23.352 for purchasing. The City received one bid from Focus Tool & Engineering, Inc. in the amount of \$41,837.95. Focus Tool is the same company that provided the racks for the Gig Harbor Canoe and Kayak Race Team currently located in the Ancich building.

FISCAL CONSIDERATION: The original funding for this purchase as part of the 2021 Budget was estimated at \$42,000. However, Staff was requested to reduce the funding amount to \$26,000 for the 2022 Budget.

Additionally, the Gig Harbor Canoe and Kayak Racing Team previously received a \$10,000 funding award from the Port of Tacoma that the Team will be donating to the City to use for the purchase of the public storage racks at Ancich Park. This funding is reimbursable and therefore will be received by the City after the City pays for the purchase of the public storage racks.

Lastly, the City anticipates we will have sufficient ending fund balance in the Parks Capital fund to cover the net overage of \$5,837.95 as outlined in the table below.

Project Funding:	
Ancich Boat Storage Building Human-Powered Watercraft Storage Racks (Parks Development, Obj. PD-8)	\$ 26,000.00

GHCKRT Donation	\$ 10,000.00
Total Funding:	\$ 36,000.00
Project Expenses:	
Purchase of storage racks from Focus Tool & Engineering, Inc.	(\$ 41,837.95)
Remaining Budget:	(\$ 5,837.95)

Expenditure Required: \$ 41,837.95	Amount Budgeted: \$ 26,000	Appropriation Required: \$ 0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Purchase authorization

REVIEWED BY:

- Mayor
- City Administrator
- City Attorney

- Finance Director
- Department Head

**AGREEMENT FOR PURCHASING MATERIALS
BETWEEN CITY OF GIG HARBOR
AND FOCUS TOOL & ENGINEERING, INC.**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Focus Tool & Engineering, Inc., a Michigan corporation ("Vendor").

WHEREAS, the City desires to purchase the Ancich Storage Racks from the Vendor, as described in Exhibit A and the Vendor agrees to sell and/or deliver such items under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Vendor and award of this contract, the City has utilized the applicable procedures in RCW 39.04.190, 35A.40.210(2) and 35.23.352 and Resolution No. 1066;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed as follows:

I. Description of Products, Materials, Supplies, Tools or other items.

The Vendor shall sell and provide for purchase of the Ancich Storage Racks and/or deliver all products, materials, supplies, tools or other items to the City, as described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Products and Materials").

II. Payment.

A. The City shall pay the Vendor the total sum of forty one thousand eight hundred thirty seven dollars and ninety five cents (\$ 41,837.95), including sales tax, for the Products and Materials. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed contract amendment.

B. After delivery of the Products and Materials, the City shall inspect the same, and if acceptable, shall pay the Vendor the full amount of the invoice corresponding to this Agreement. If the Products and Materials are not acceptable to the City for any reason or are delivered in a damaged or unusable condition, the City shall not be obligated to accept delivery or to make any payment.

III. Deadline for Delivery.

The City and the Vendor agree that the items described in Exhibit A will be delivered to the City at 5118 89th Street, Gig Harbor, WA by the Vendor on or before April 8, 2022.

IV. Termination.

Either party shall have the ability to terminate this Agreement no later than 30 days prior to the delivery date, as long as written notice of termination is faxed, e-mailed or hand delivered to the other party at the addresses set forth in this Agreement.

V. Indemnification.

The Vendor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or lawsuits, including costs and attorneys 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 City.

VI. Insurance.

The Vendor shall procure and maintain for the duration of this Agreement commercial general liability insurance to cover claims for product liability and injuries to persons or damage to property which may arise from or in connection with the Products and Materials supplied to the City. The Vendor shall assume all liability relating to damage or loss of the products and materials until acceptance by the City.

VII. Warranty.

The Vendor shall provide a twenty-four (24) month warranty obligation to repair and/or replace the Ancich Storage Racks and hardware against defects in workmanship and/or materials, after written and final acceptance.

VIII. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

To the Vendor:

Focus Tool & Engineering, Inc.
Attn: Paul Smith
1008 Reed St.
Nashville, MI 49073

To the City :

City of Gig Harbor
Attn: Jeff Langhelm, P.E.
3510 Grandview Street
Gig Harbor, WA 98335

IX. Modification

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Vendor.

X. Assignment

Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

XI. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

XII. Resolution of Disputes

Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator, and the City Administrator shall determine the term or provisions' true intent or meaning.

If any dispute arises between the City and the Vendor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Vendor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

XIII. Entire Agreement

The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VENDOR

THE CITY OF GIG HARBOR

By: _____
Its _____

Mayor

ATTEST:

Joshua Stecker, City Clerk

Approved as to form:
Office of the City Attorney

City Attorney