



INFORMATIONAL MEMORANDUM

TO: FINANCE AND GOVERNANCE COMMITTEE

FROM: Christy O’Flaherty, Records Governance Manager/City Clerk

BY: Christy O’Flaherty, Records Governance Manager/City Clerk

CC: Mayor Ekberg

DATE: May 17, 2021

SUBJECT: RELOCATION OF CITY-WIDE RECORDS CENTER

ISSUE

Authorize approval of a contract to facilitate relocation of the City-Wide Records Center from the Sabey (International Gateway East, LLC) facility at 3411 South 120th Place to Tukwila City Hall lower level. (formerly occupied by Tukwila Police Department).

BACKGROUND

The City’s Records Governance Program has maintained an off-site Records Center for all City Departments since the early 1990s. While there have been multiple locations, most currently the records are housed at the Sabey facility at a cost of approximately \$8,799.03 per month. The Sabey records facility houses 1,637 boxes of City records.

Based on the consistent work accomplished via the Records Governance Program and the use of the online Digital Records Center and microfilming, the City Clerk’s Office was able to create redundancy and eliminate paper records with a long-term retention requirement by 500 boxes. This reduction in inventory makes it possible to downsize from the current records facility at the Sabey location to the lower level of City Hall. The Police Department has had similar reductions in their inventory and will be using the space in the sally port near the former Police Department for records storage.

DISCUSSION

The project manager worked with vendors, and Engineered Products a PAPÉ Company (part of the MRSC Small Works Roster) was selected as the vendor to disassemble/transport/reassemble/install the industrial shelving, per the attached contract. The intent is to complete this work prior to the lease end date of June 30, 2021.

FINANCIAL IMPACT

The contract shall not exceed \$80,360.26 (plus Washington State Sales Tax); we are requesting budget authority for an additional 10% contingency in the event of unforeseen issues. The long-term savings to the City will be approximately \$109,000 a year to include staff time saved by not traveling back and forth to an off-site facility to perform essential records work (plus the monthly lease cost from July-December of this year).

The Administration proposes to fund the records center move costs from the lease savings this year (approximately \$50,000) and using some of the remaining FY 2021 Streamlined Sales Tax funds to covering the remaining costs, which include the balance of this contract, as well as approximately \$13,000 in costs for the movers and fencing contractors, the latter of which is required by the State as a part of the regulations associated with public records. These costs will have paid for themselves in savings from the off-site records center in less than one year.

RECOMMENDATION

Staff is asking the Finance and Governance Committee to forward this item to the Committee of the Whole and Special Meeting of May 24, 2021 for approval.

ATTACHMENTS

Contract Document



PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and Engineered Products a PAPÉ Company, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform teardown, transport and shelving installation services in connection with the project titled Records Center Relocation.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending August 31, 2021, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than June 15, 2021, unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “A” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$80,360.26 (plus Washington State Sales Tax) without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

8. **Insurance.** The Consultant 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant 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 Amounts and Scope of Insurance.** Consultant 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. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- 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 Consultant'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 Consultant's insurance and shall not be contributed or combined 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.** Consultant 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 Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant 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 the Consultant nor any employee of the Consultant 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 for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, 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.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. 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. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **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.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

Engineered Products a PAPÉ Company
ATTN: Jim Keenholts, Territory Manager
9800 40th Ave. S.
Seattle, WA 98118
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant 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.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney



**ENGINEERED
PRODUCTS**
A PAPÉ COMPANY

EXHIBIT A

Tuesday, May 18, 2021
Page 1 of 3

Engineered Products a Papé Company

9800 40th Ave S. Tel: (206) 394-3300
Seattle, WA 98118 Fax: (206) 575-6688

Washington Contractor License: ENGINPC931CO
Oregon Contractors License: #174426
California Contractors License: # 910313

Idaho Contractors License: ZRCE-25609
Federal ID: # 22-3949676



Budget Proposal #COFEUM51721
Subject: Shelving Move
Date: 5/18/2021
FOB: Destination

Attn: Rick Still

Dear Mr. Stills,

Thank you for the opportunity to provide pricing for the Tukwila shelving project. We propose to tear down, transport, and install the shelving storage system described below based on acceptance of the attached General Terms and Conditions.

Objectives:

Provide purchaser with a fully integrated turnkey storage system using existing materials within the requested time frame including all necessary new tear down, transportation, installation, and structural calculations (stamped by licensed WA State P.E.) to complete project.

General Parameters:

- Teardown customers' existing shelving system.
- Transport all materials from existing facility to new facility.
- Install shelving system per customers provided layout.
- **Assuming 6" slab (to be verified by purchaser)**
- **All required permits responsibility of purchaser.**

Installation Parameters:

- Installation based upon free and clear work environment during a single-phase continuous mobilization, 8 hour shifts per day, 5 days a week (Monday-Friday) by a non-union crew on a non-union jobsite.
- Ambient staging area provided for receipt and building of materials.
- Labor crew to be back round checked prior to having site access. (background check by Tukwila police department)

Scope of Work: Shelving Movement

Teardown: (Approximately 6 days)

Old Location Address: 3411 S. 120th Place, Tukwila WA 98188

- There is an overhead roll up door to get there materials out of the facility.
- The shelving is currently inside a chain link fence that has large man door access.
- Cut existing floor anchors. **(any additional grinding of cut anchors responsibility of purchaser.)**

Tukwila City Records Center:

- Qty. (100) bays of 96"H x 52"W Easy Up shelving with Qty. (7) particle board shelf levels.
- Mixture of 16"D and 32"D

Storage and Material Handling Specialists



Police department shelving:

- Qty. (61) bays 96”H x 52”W Easy Up shelving with Qty. (7) particle board shelf levels.
- Mixture of 16”D and 32”D

Total: approximately: Qty. (161) bays of shelving.

Transport:

- Palletize, band, and stack materials on to flatbed trucks for transportation.
- Transport all of the shelving materials including particle board to the new location.
- Keep police shelving and city shelving materials separate.

Installation: (approximately 5 days)

New location: 6200 Southcenter Blvd, Tukwila WA 98188.

Records Center:

- Installation of Approximately Qty. (64) bays in new office location.
- Install shelving to match purchasers provided layout drawing.
- Elevations to match existing shelving elevations.
- Materials will have to be loaded through on sit of double doors then through single man door.
- Shelving will have the be anchored through existing carpet to slab bellow.

Out building for Police:

- Install approximately Qty. (15) bays.
- Elevations to match existing shelving elevations.
- Shelving will be loaded through man door access.
- Shelving will be anchored through plywood flooring to slab bellow.

Total: approximately: Qty. (79) bays of shelving.

Extra materials:

- Extra materials to be palletized, banded, and stacked.
- To be moved to location with pallet jack access (outside of man doors)
- Moving these additional materials in to storage space inside of man doors will add additional labor cost (see base bid option)

Included within this bid:

- Teardown of materials
- Installation of old materials.
- Structural engineering.
- Transportation

Grand Total Price Delivered and Installed Excluding Any Applicable Tax*.....\$66,410.26 (Sixty-Six Thousand Four Hundred Ten and 26/100 Dollars)
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This sale is subject to Engineered Products’ Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.eppape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.



Base Bid Option:

Transportation of extra materials inside of man door space:

- have the crew hand unload and move extra materials through man door.
- Re stack extra materials in man door space for storage.

Add \$ 6,450.00

Permitting:

- Engineered Products to File for required building permit on behalf of . The purchaser.
- Engineered products to provide shelving layout and elevations drawings.
- Engineered products to provide seismic engineering calculations.
- Any required fire suppression and or egress evaluation by purchaser.
- Engineered products not responsible for permit approval timeline.

**Add \$ 7,500.00 +
City Permit
application fees**

Notes:

1. Any Required Permits and inspections responsibility of purchaser.
2. Fire Consultancy by purchaser.
3. Modifications for fire egress, if required, by purchaser.
4. Material pricing valid for 10 days from 5.10.21
5. All fire suppression systems including “in-rack” fire suppression, if required, by purchaser.
6. Modifications to warehouse lighting, if required, by purchaser.
7. Fire engineer to provide Engineered Products with high plie and egress packet for rack permitting.
8. EP to provide purchaser with floor load information upon award, purchaser is responsible to ensure the slab is adequate to support the loads provided. EP is not responsible for the adequacy of the slab.

Thank you for the opportunity to work with you on this project. If you have any questions regarding the above information, please don't hesitate to call me at (206) 394-3306.

Best Regards,

Jim Keenholts
Engineered Products a Papé Co.
JKeenholts@eppape.com
(206) 394-3306 - Direct

This proposal is accepted by

Purchase Order #