

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorizing the City Manager to Execute Amendment No. 5 to Contract #8584 with West Coast Code Consultants for Regulatory Plan Review and Inspection Services for Light Rail Facilities

DEPARTMENT: Planning & Community Development
City Manager's Office

PRESENTED BY: Ray Allshouse, Building Official
Juniper Nammi, Sound Transit Project Manager

ACTION: ☐ Ordinance ☐ Resolution ☒ Motion
 ☐ Discussion ☐ Public Hearing

PROBLEM/ISSUE STATEMENT:

On November 1, 2016, the City Manager executed service contract #8584 with West Coast Consultants, Inc. (WC3) to provide plan review and construction inspection services within the City of Shoreline for the permitting and construction of local Lynnwood Link Extension Light Rail facilities by Sound Transit. Council approved an amendment on March 26, 2018, for a total contract amount of \$95,000 through March 31, 2019, and this contract was subsequently amended administratively on February 15, 2019, for an additional \$50,000 for a total contract amount of \$145,000.

Another amendment is now needed to cover the balance of the 2019-2020 biennium for the City's plan review, permitting, and inspection services for this Sound Transit light rail project. The funding source for this work is the Expedited Permitting, Construction Services, and Reimbursement Agreement for the Lynnwood Link Extension Project as amended in January 2019 to cover permitting and construction services through the end of light rail construction. Staff is requesting that Council authorize the City Manager to execute the fifth amendment (additional \$522,000 through December 31, 2019) of the WC3 Contract #8584, with an option to amend again in late 2020 for regulatory plan review and inspection services through the end of 2022, with a total amount not to exceed of \$942,000.

RESOURCE/FINANCIAL IMPACT:

This contract does not impact the budget at this time. This contract amendment is included in the City Manager's Office Budget for Light Rail Stations and is adequately funded through the end of 2024 by the Expedited Permitting, Construction Services, and Reimbursement Agreement for the Lynnwood Link Project executed with Sound Transit on September 26, 2016 and amended January 2, 2019.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Amendment No. 5 to Contract #8584 with West Coast Code Consultants, Inc. for Regulatory Plan Review and Inspection Services for Light Rail Facilities in the amount of \$522,000 for a total contract amount of \$667,000 through December 31, 2020, with an option to amend again up to a total not to exceed for \$942,000 through December 31, 2022.

Approved By: City Manager City Attorney

INTRODUCTION

Final Design and permit review for Sound Transit's Lynwood Link Extension project (the Project) began in May 2016. In order to provide Sound Transit with expedited review and approvals for the Project, the City entered into a negotiated Expedited Permitting and Reimbursement Agreement with Sound Transit in September 2016 to provide funding for the additional staffing and consultant services needed to provide the level of review requested by Sound Transit. West Coast Code Consultants (WC3) was selected through a competitive Request for Qualifications process and administratively contracted in November 2016 to provide the first phase of regulatory plan review and inspection services for the City's review and permitting of this Project (Attachment A). An additional amendment to this contract requires Council approval to increase the contract amount beyond the City Manager's authority since Council approval of Amendment No. 3 of this contract on March 26, 2018. Amendment Nos. 1-4 of this contract are attached to this staff report as Attachments B-E.

BACKGROUND

Council's review and authorization of the WC3 contract for plans review and inspections of the Lynwood Link Extension Project in Shoreline last occurred via the Council consent calendar on March 26, 2018: [March 26, 2018 - WC-3 Amendment Staff Report](#).

On September 24, 2018, Council authorized an amendment to the Expedited Permitting, Construction Services, and Reimbursement Agreement with Sound Transit for the Lynwood Link Extension Project that was executed on January 2, 2019: [September 24, 2018 – Expedited Permitting and Reimbursement Agreement Staff Report](#).

This amendment provides funding for permitting and construction services through the end of construction in mid-2024, including the building plans review and inspections services provided under Contract #8584 by WC3.

DISCUSSION

The City needs to continue provide Sound Transit with responsive regulatory plans review over the next two years while design is completed and project permits are submitted for review and issuance. Since November of 2016, these services were provided through the contract with WC3. City staff are recommending extending this contract through the end of December 2020 and increasing the contract amount by an additional \$522,000 to cover the work load anticipated over the next two years for the end of design and permitting and start of construction for the Project.

In 2019, the Project is shifting from the design phase to the construction phase, which will continue through approximately the end of 2023. Council authorized an amendment to the existing Expedited Permitting and Reimbursement Agreement with Sound Transit for the construction phase of the project that was executed January 2 of this year.

Staff is requesting authorization for a contract amendment through December 31, 2020 at this time with an additional contract amount of \$522,000 for a total of \$677,000 under this amendment (Attachment F). Staff is also requesting authorization for an option to amend the contract again after the 2021-2022 biennial budget is adopted for the City and estimates for the construction phase plans review and building inspections services can be updated. The option for a second amendment would be for total not to exceed amount of \$942,000 through December 31, 2022.

COUNCIL GOAL(S) ADDRESSED

This contract amendment supports ongoing City partnership and collaboration with Sound Transit in their design process for the LLE project, which furthers completion of “Council Goal 3 – Continue preparation for regional mass transit in Shoreline.” Specifically, this contract supports continued implementation of Action Step 4 – “Work collaboratively with Sound Transit to support the development and review of environmental, architectural, engineering and construction plans for the Lynnwood Link facilities within the City of Shoreline through Sound Transit’s Special Use Permit and other permitting reviews.”

RESOURCE/FINANCIAL IMPACT

This contract does not impact the budget at this time. This contract amendment is included in the City Manager’s Office Budget for Light Rail Stations and is adequately funded through the end of 2024 by the Expedited Permitting, Construction Services, and Reimbursement Agreement for the Lynnwood Link Project executed with Sound Transit on September 26, 2016 and amended January 2, 2019.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Amendment No. 5 to Contract #8584 with West Coast Code Consultants, Inc. for Regulatory Plan Review and Inspection Services for Light Rail Facilities in the amount of \$522,000 for a total contract amount of \$667,000 through December 31, 2020, with an option to amend again up to a total not to exceed for \$942,000 through December 31, 2022.

ATTACHMENTS

- Attachment A – Agreement for Regulatory Plan Review and Inspection Services for the construction of local Lynnwood Link Light Rail facilities with WC3
- Attachment B – Amendment No. 1 to WC3 Services Agreement
- Attachment C – Amendment No. 2 to WC3 Services Agreement
- Attachment D – Amendment No. 3 to WC3 Services Agreement
- Attachment E – Amendment No. 4 to Wc3 Services Agreement
- Attachment F – Proposed Amendment No. 5 to WC3 Services Agreement



C-16

Receiving # 8584

(obtain from City Clerk)

CONTRACT ROUTING FORM

DESCRIPTION	Originator:	Ray Allshouse	Routed by:	Joanne Dillon
	Department/Division:	Planning & Community Development	Date:	October 10, 2016
	Name of Consultant/Contractor:	West Coast Code Consultants, Inc. (WC-3)		
	CONTRACT TITLE:	Regulatory plan review and inspection services for light rail facilities		

CONTRACT CONTENT	Type of Contract:	<input type="checkbox"/> (GR) Grants	<input type="checkbox"/> (I) Intergovernmental Agreement	<input type="checkbox"/> (L) Lease Agreement
		<input checked="" type="checkbox"/> (S) Purchase of Services	<input type="checkbox"/> (W) Public Works	<input type="checkbox"/> (O) Other
	Bid/RFP Number:			
	Effective Date:	upon execution 11/1/2016	Completion Date:	12/31/2017
	Has the original contract boilerplate language been modified?	<input type="radio"/> Yes <input checked="" type="radio"/> No		
	If yes, specify which sections have been modified:			
	Description of Services:	The consultant will perform regulatory plan review and inspection services for the construction of local Lynnwood Link Extension Light Rail facilities.		

FINANCIAL DETAILS	Total Amount of Contract: \$40,000.00			
	Org Key - Obj #	272-6353	Amount:	\$40,000.00
	J/L # - Task #	OP271703	Amount:	
	Org Key - Obj #		Amount:	
	J/L # - Task #		Amount:	
	Org Key - Obj #		Amount:	
	J/L # - Task #		Amount:	
	Org Key - Obj #		Amount:	
	J/L # - Task #		Amount:	
	Are there sufficient funds in the current budget to cover this contract? <input checked="" type="radio"/> Yes <input type="radio"/> No			
Remarks: Funding from Sound Transit.				

FORMS	For Public Works/Small Works Contracts:		For Service Contracts:	
	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License	<input checked="" type="checkbox"/> Selection Form	<input checked="" type="checkbox"/> Business License
	<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Certificate of Insurance	<input checked="" type="checkbox"/> Certificate of Insurance	exp. 6/30/17
	<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form	<input checked="" type="checkbox"/> W-9 Form	on file

SIGNATURE	Authorization Level:	City Manager	
	<input checked="" type="checkbox"/> 1. Project Manager	<input checked="" type="checkbox"/> 6. City Council (if required)	
	<input checked="" type="checkbox"/> 2. Risk Management/Budget	<input checked="" type="checkbox"/> 7. City Manager	
	<input checked="" type="checkbox"/> 3. City Attorney	<input checked="" type="checkbox"/> 8. City Clerk	
	<input checked="" type="checkbox"/> 4. Consultant/Contractor	<input checked="" type="checkbox"/> 9. Originating Department	
	<input type="checkbox"/> 5. (click to select or overwrite)		

Handwritten signatures and dates: 10/12/16, 10/14/16, 10/19/16, 10/25/16, 11/1/16, 10/2/16



*City of Shoreline
Planning & Community Development*

17500 Midvale Avenue North
Shoreline, WA 98133-4905

(206) 801-2541 ♦ Fax (206) 801-2788

MEMORANDUM

October 10, 2016

From: C. Ray Allshouse, Building Official

To: Debby Terry, City Manager

RE: RFQ #8584 Consultant Selection

This is to document actions resulting in the selection of West Coast Code Consultants, Inc (WC3) for the procurement of regulatory structural and non-structural plan review, code application and combination inspection services for Sound Transit Lynnwood Link Extension Light Rail Facilities within the City of Shoreline.

This contract is being divided into two phases, the total of which will exceed the City Manager's contract authority limitation. Since the first phase falls within your authority, initial contract award will be under your signature. By using the RFQ process for this procurement, we will have met all requirements for subsequent award of the second phase upon receipt of funding from Sound Transit and authorization by Council.

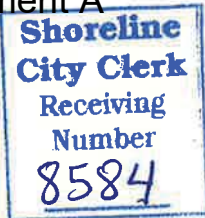
The RFQ solicitation was published in the Daily Journal of Commerce followed up by telephone calls urging prospective firms to file Statements of Qualifications (SOQs). Six proposals were received and evaluated by a five person staff selection panel. The Selection Panel consisted of Jeff Curtis, Structural Plans Examiner; Steve McGlocklin, Plans Examiner III; Jim Weber, Engineer; Juniper Nammi, Senior Planner; and myself.

WC3 was selected based on numerical ratings on six specific rated selection criteria categories. This criteria included professional qualifications and certifications, commercial project application of the WA State Building Code, proposed method of approach, capacity and performance track record, municipal references and light rail structural review experience.

The selected consultant was ranked first by four of the five panel members as a result of independent evaluations. It was determined that WC3 has available highly qualified staff that can perform requested plan reviews and inspection services and who have specific light rail plan review experience on light rail stations in the City of Bellevue.

Furthermore, WC-3 has been performing structural plan review for P&CD to backfill staff during the build/implementation of the new permit system in progress

During the negotiation phase of the procurement, it was concluded that the quote provided is totally consistent with our previous experience for procurement of this technical review service at a comparable price. Therefore, approval for contract award is recommended.



Contract No. 8584

Brief Description: Regulatory plan review and inspection services for light rail facilities

CITY OF SHORELINE AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and West Coast Code Consultants, Inc. (WC-3), hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to perform regulatory plan review and inspection services for the construction of local Lynnwood Link Extension Light Rail facilities and

WHEREAS, the City has selected West Coast Code Consultants, Inc.(WC-3) to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$40,000, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Term.

- A. The term of this Agreement shall commence upon execution and end at midnight on the 31st day of December, 2017.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all

payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or 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. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product. Any requests for City documents and data held by Consultant shall be forwarded to the City which shall be solely responsible for responding to the request.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. 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 Consultant or any employee of the Consultant.

7. Hold Harmless.

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 resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees 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.

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 purpose 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. Gifts.

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

9. City of Shoreline Business License.

As mandated by SMC 5.05.030, the Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City.

10. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Consultant shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

11. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

12. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

13. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from

this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

14. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Consultant Name: Martha J. Gillis
Name of Firm: West Coast Code Consultants, Inc.(WC-3)
Address: 19109 36th Avenue W, Suite 207
Address: Lynnwood, WA 98037
Phone Number: (425) 582-1719

15. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

16. General Administration and Management.

The City's contract manager shall be (name and title): C. Ray Allshouse, Building Official.

17. Severability.


Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

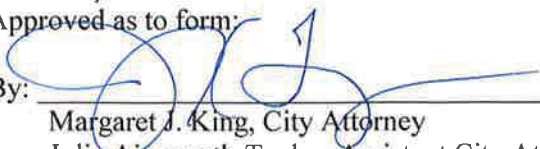
This agreement is executed by

CITY OF SHORELINE

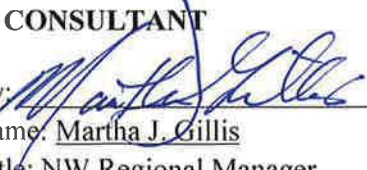
By: 
Name: Debbie Tarry
Title: City Manager

Date: 11/1/16

Approved as to form:

By: 
Margaret J. King, City Attorney
Julie Ainsworth-Taylor, Assistant City Attorney

CONSULTANT

By: 
Name: Martha J. Gillis
Title: NW Regional Manager

Date: 10-25-2016

Attachments: Exhibit A (Scope and compensation), B (Billing Voucher)



Exhibit A

SCOPE OF SERVICES

General:

West Coast Code Consultants Inc. (WC-3) proposes to provide the following listed services; listed as a part of Phase I of the Sound Transit Lynnwood Link Extension Light Rail facilities as described in RFQ 8584.

- At the request of the City of Shoreline, Washington, WC-3 proposes to provide regulatory plan review services on an on-call as needed basis. Review will be performed primarily from the West Coast Code Consultants, Inc. Lynnwood Washington branch. Regulatory review and permit processing is desired in order to supplement and augment the City of Shoreline building permit staff and is Phase I of the Sound Transit Lynnwood Link Extension Light Rail facilities as described in RFQ 8584. WC-3 will provide regulatory review in support of permit processing for phased permitting. Milestone Design Submittals are proposed to be submitted through the permit center or building division of the City, evaluated for completeness, tracked and distributed to WC-3.
- At the City's request, for Phase 1 WC-3 staff will provide attendance in regularly scheduled internal coordination and agency coordination meetings regarding the design, permitting and construction as needed. A three working day advanced notice will be provided for unscheduled meetings.
- At the City's request, WC-3 will attend and provide participation in phone calls, Skype, ooVoo, or webinar meetings or equivalent; provide the design team regulatory consultation, code related explanation; provide record keeping prepare minutes for submittal to the City.
- At the City's request, WC-3 will provide review of special inspection reports and or review of geotechnical reports at the request of the City.
- At the City's request, WC-3 will provide building code review of demolition permit(s), if any, at the request of the City.
- At the City's request, WC-3 will provide regulatory opinions, code based research, assessment of materials, research reports and listings as needed.
- At the City's request, WC-3 will attend development meetings needed to expedite permit processing.

WC-3 point of contact for this project will be Alan Findlay who will act as WC-3's Project Manager.

Definitions:

Regulatory Review or Full Review: Regulatory Review or Full Review may include the following disciplines: review of structural and other non-structural provisions including NFPA 130 as adopted and amended by the City of Shoreline, ANSI A117.1 Washington State barrier free code, energy code, plumbing and mechanical provisions as applicable. Additional services may be provided as needed and requested by the City of Shoreline and as mutually agreed upon.

City Construction Code: The Washington State Building code 2015 edition as adopted and subsequently amended by the City of Shoreline, plus 2014 NFPA 130 Standard for Fixed Guideway Transit and Passenger Rail System as further amended by the City of Shoreline, and applicable regulations, policies, procedures, in practice as a normal function of the City building department.

Permit Documents: WC-3 proposes to provide review utilizing hard copy submittals, or electronic review (PDF) which has been submitted meeting the software needs and City standards allowing the use of Blue Beam software or other software as may be mutually agreed upon.



19109 36th Ave W, Suite 207
Lynnwood WA 98036
OFFICE: (425) 582-1719
FAX: (425) 285-5429

Receipt of Milestone Design Submittal: Receipt of milestone design submittal shall mean date of pick-up by WC-3 of hard copy documents from the City of Shoreline Permit Center, or date of file transfer resulting in the successful downloading by WC-3 of documents in the following format: PDF, DOC, or Blue Beam ready format.

Recheck: Review of revised submittal(s) with the revised submittals being intended to address and resolve the City and WC-3 comments generated from the Milestone Plan Reviews.

Phase 1: The duration of Phase (1) one, is described as the last quarter of 2016 through the third quarter of 2017.

Plan Review:

Regulatory review and permit processing of Milestone Design Submittals is proposed to be submitted through the permit center or building division of the city. Submitted documents will be evaluated for completeness, tracked and distributed to WC-3. WC-3 review comments, minutes of meetings and other pertinent correspondence will be routed through the City of Shoreline in order to maintain a complete record of permit processing. The design team will provide a three-week advanced notice to WC-3 prior to the submittal of Milestone Plan Reviews. For rechecks, the design team will provide a three-day advanced notice to WC-3 prior to submittal of the revised documents intended to resolve WC-3's review comments.

Plans will be reviewed using the Timeline Schedule for Milestone Plan Review listed below.

Timeline Schedule for Milestone Plan Review

60 % Review	Review response completed within 25 Calendar Days Receipt of Milestone Design Submittal
90% Review	Review response completed within 25 Calendar Days Receipt of Milestone Design Submittal
100% Review	Review response completed within 25 Calendar Days Receipt of Milestone Design Submittal
Subsequent Rechecks	Review response completed within 14 Calendar Days Receipt of Successful Receipt of Design Submittal

Timeline commences upon delivery of Receipt of Milestone Design Submittal, and ends upon the delivery of a correction letter or return of the approved permit application and plans to the city permit center or designated city staff.

Consulting Services:

WC-3 proposes to provide consulting services during the Phase I in order to provide code or regulatory related guidance. WC-3 staff will serve the City as the City's representative when requested by the City. WC-3 will provide communication coordination and act as a conduit when requested by the City, in that WC-3 will provide meeting minutes to the City and keep the City current with emails sent to or from the design team to WC-3.



Additional Services:

Additional services may be provided as needed as mutually agreed to support Light Rail facilities, buildings design, and construction. Note that we may be able to provide services, which are not specifically listed below.

COMPENSATION & RATES

Building Inspection:

The following review services are provided using an hourly inspection rate of \$85 per hour. For IBC Building, IRC Building, Plumbing, Mechanical and Energy reviews.

WC-3 Structural Observation:

The following review services are provided using an hourly inspection rate of \$110 per hour for structural inspection of building structures by a WC-3 Washington State licensed engineer. Portal to portal charges apply with a minimum charge of 1 hour.

Staff, Staff Responsibilities, and Rates:

Staff	Staff Responsibilities	Rate
Senior Project Manager	Responsible for overall management of the project and contractual issues.	\$110 per hour
Project Manager	Responsible for being the lead project coordinator, coordinating WC-3 staff, attending meetings, writing meeting minutes, invoicing, and for WC-3's structural observation.	\$110 per hour
Plan Reviewer	Responsible for the reviews Milestone Design submittals, producing review letter regarding code compliance, performing rechecks, and for coordinating with the Project Manager.	\$110 per hour
Administrative Assistant	Responsible for assisting with completing meeting minutes, assisting with invoicing, word processing, processing submittals, and for general support to the Senior Project Manager and Project Manager.	\$40 per hour

Plan Review Hourly Review Rates:

Hourly rates apply if a third and subsequent review comments are needed, or if a review is requested after approval of documents has occurred. Hourly rates include all labor required for completion of these services and are assessed at the hourly rate of \$110 per hour; with a minimum charge of 1 hour.

Reimbursable Costs

The following list includes expenses for which the direct cost will be submitted for reimbursement.

- Courier services if required, US postage or shipping of plans or other permit documents;



Attachment A

19109 36th Ave W, Suite 207
Lynnwood WA 98036
OFFICE: (425) 582-1719
FAX: (425) 285-5429

- Mileage at the current federal rate,
- At the City's request, purchase of any specialty program(s) needed to perform the review of the design team's submittals.
- Parking, toll charges, ferry fares, or other associated expenses which may be needed for meeting attendance.

Every effort will be made to utilize the most expedient and affordable methods of attending meetings and receiving plans. No markup of charges will be made.

Invoicing

- Invoices shall be generated monthly as required by the City and the WC-3. A minimum charge of 1 hour will be assessed for inspection, observation, or meeting attendance.
- Reports of invoices shall be submitted electronically to the City by the 10th day of each month.
- The City shall notify WC-3 of any discrepancy and WC-3 shall correct accordingly.
- Invoices shall be paid within a maximum of 30 days of receipt unless mutually agreed by the City and WC-3.

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17500 Midvale AVE N, Shoreline, WA 98133-4905 ♦ (206) 801-2700 ♦ Fax (206) 546-7870

Contract No. 8584

Firm Name: West Coast Code Consultants, Inc. (WC-3)

Mailing Address: 19109 36th Avenue W, Suite 207, Lynnwood, WA 98037

Invoice No.: _____

Invoice Date: _____

Amount of Invoice: \$ _____

Contract Expiration Date: 12/31/17 Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount (including amendments)	<u>\$40,000.00</u>
Previously Billed	\$ _____
Current Invoice Request	\$ _____
Total Payments Requested to date	\$ _____
Contract Balance Remaining	\$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

For Department Use Only

Approved for Payment:

Date: _____

City of Shoreline



CITY OF SHORELINE ADMINISTRATIVE CONSULTANT SELECTION FORM

This form is required for all consultants selected through the City of Shoreline's administrative process.

Contract No.:	8584	Department:	P&CD
Date:	10/10/2016	City's Project Manager:	Ray Allshouse
Project Title:	Perform regulatory plan review and inspection services for the construction of local Lynnwood Link Extension Light Rail facilities.		

Name of Consultant Considered: West Coast Code Consultants, Inc. (WC-3)

Describe the scope of work presented to the consultant during initial discussion:

Regulatory structural and non-structural plan review, code application and combination inspection services for Sound Transit Lynnwood Link Extension Light Rail Facilities within the City of Shoreline.

Describe any criteria used for selecting this Consultant*:

Selected consultant one of six firms that responded to the RFQ that included six specific rated selection criteria categories that were subsequently independently evaluated by a selection panel of five city employees. Criteria included professional qualifications and certifications, commercial project application of the WA State Building Code, proposed method of approach, capacity and performance track record, municipal references and light rail structural review experience. The selected consultant was ranked first by four of the five panel members and has available highly qualified staff who can perform requested plan reviews and inspection services in a timely fashion at a competitive price.

WC-3 has been performing structural plan review for P&CD to backfill staff during the build/implementation of the new permit system in progress, and the designated staff has specific light rail plan review experience on stations in the City of Bellevue.

If multiple proposals were solicited, what process was used to obtain proposals?

Conducted an RFQ solicitation that was published in the Daily Journal of Commerce followed up by telephone calls urging filing of SOQs. Six proposals were received and evaluated by a five person selection panel.

***EXAMPLE:**

Consultant has unique experience or technical knowledge, has historical experience with the City on similar projects that demonstrate advantages on this project, quote demonstrates competitive price, proposal offers special benefits to the City, etc. Be specific with the information provided.

GENERAL COMMENTS REGARDING THIS PROPOSAL:

Quote is totally consistent with our previous experience for procurement of this technical review service at a comparable price.

NAME OF EVALUATOR: Ray Allshouse

DATE: 10/10/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101 Lic #0020739	CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): 626-844-3070 FAX (A/C, No): E-MAIL ADDRESS: mswaney@dealeyrenton.com														
INSURED WESTCOAST5 West Coast Code Consultants, Inc 19109 36th Avenue W Suite 207 Lynnwood, WA 98036	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Accident & Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER B : Hartford Fire Ins. Co.</td> <td>19682</td> </tr> <tr> <td>INSURER C : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Accident & Indemnity	22357	INSURER B : Hartford Fire Ins. Co.	19682	INSURER C : Trumbull Insurance Company	27120	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
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INSURER C : Trumbull Insurance Company	27120														
INSURER D : Continental Casualty Company	20443														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1557701503**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBARI7696	4/28/2016	4/28/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Deductible \$0
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		57UEGZM2523	4/28/2016	4/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> CLAIMS-MADE	Y	Y	57SBARI7696	4/28/2016	4/28/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WEGKU8419	4/28/2016	4/28/2017	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made Form			MCH591900192	4/28/2016	4/28/2017	\$1,000,000 \$2,000,000 per claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employer's Liability/WA Stop Gap applies to WC Policy #57WEGKU8419. Umbrella Policy is follow form to underlying GL/AUTO/Employers Liability Policies
 RE: Contract #8584, All ops of named insured -- City of Shoreline is named as an additional insured as respects general & auto liability for claims arising from the operations of the named insured as required per written contract or agreement, per the Blanket Business Liability Coverage Policy Form SS00 08 04 05, attached

CERTIFICATE HOLDER**CANCELLATION** 30 Day NOC/10 Day for NonPay of Prem

City of Shoreline 17500 Midvale Ave N. Shoreline WA 98133	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
---	--

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CONTRACT AMENDMENT/CHANGE ORDER FORM

Attachment B

Receiving # 8584.01

Related Contract #(s) 8584

DESCRIPTION

Originator: Juniper Nammi Routed by: Juniper Nammi
Department/Division: CMO/Planning & Community Development Date: 7/18/2017
Name of Consultant/Contractor: West Coast Code Consultants, Inc. (WC-3)
ORIGINAL CONTRACT TITLE: Regulatory plan review and inspection services for light rail facilities
Original Description: The consultant will perform regulatory plan review and inspection services for the construction of local of Services: Lynnwood Link Extension Light Rail facilities.

CONTRACT CONTENT

Type of Contract: ☒ (A) Amendment # 1 ☐ (C) Change Order #
Type of Change: ☐ Contract Time ☐ Scope of Work ☒ Contract Amount (Non-taxable) ☐ Other (specify below)
Original ... This Amendment/CO Amount: \$ 10,000.00
Previous Extensions: ... Previous Amendments/COs: \$
This Extension: ... Original Contract Amount: \$ 40,000.00
Projected Final Completion: ... New Contract Total: \$ 50,000.00
Amendment/Change Order Details:
Increase contract amount from \$40,000 to \$50,000 to cover anticipated August/September services until a larger contract amendment can be taken to Council for consideration.

FINANCIAL DETAILS

This Change Order/Amendment: \$ 10,000.00 (Amount Verification)
Org Key - Obj # 1126353-5410000 Amount: 10,000.00 Org Key - Obj # Amount:
J/L # - Task # OP271703-9041 J/L # - Task # Amount:
Org Key - Obj # Amount: Org Key - Obj # Amount:
J/L # - Task # Amount: J/L # - Task # Amount:
Org Key - Obj # Amount: Org Key - Obj # Amount:
J/L # - Task # Amount: J/L # - Task # Amount:
Are there sufficient funds in the current budget to cover this contract? ☒ Yes ☐ No
Remarks: Funding for this work is through the existing agreement with Sound Transit: Contract 8629 - Expedited Permitting & Reimbursement Agreement for the Lynnwood Link Project. The proposed contract amount is well below the original estimates for these services in this agreement with Sound Transit.

SIGNATURE

Authorization Level: Division Manager Last Council Action Date:
☒ 1. Project Manager PN 7/21/17 ☐ 6. City Council (if required) NA
☐ 2. Risk Management/Budget 7/25/17 PN ☐ 7. City Manager JW 7/31/2017
☐ 3. City Attorney ☒ 8. City Clerk JW 7/31/2017
☒ 4. Consultant/Contractor ☒ 9. Originating Department
☒ 5. Division Manager CMO



Memorandum

DATE: July 25, 2017

TO: Debbie Tarry, City Manager

FROM: Juniper Nammi, ST Project Manager

RE: 1st Amendment to Contract 8584 - Regulatory Plan Review and Inspection Services for Light Rail Facilities

Contractor Name and Project:

West Coast Code Consultants, Inc. (WC-3)
Design Review, Permitting, and Inspections of the Sound Transit Lynnwood Link Extension

Scope of Services:

Provision of structural and non-structural building plans review, both over-the-shoulder and milestone submittal reviews, for the Sound Transit Lynnwood Link Extension project within Shoreline. Services also include code and regulatory related guidance and building inspection services on the project.

Selection Process:

Selection was completed in 2016 through a competitive RFQ process consistent with the requirements for contracts that need Council approval, however the initial contract was executed administratively for \$40,000. This approach was taken because the exact schedule and level of services needed was not certain when the contract was executed on November 1, 2016.

Financial Impact:

Funding for this contract is from Sound Transit through Contract 8629 – Expedited Permitting & Reimbursement Agreement for the Lynnwood Link Project. The initial estimate for plans review and inspection services in this agreement totals \$553,339 through Q1 of 2018 with provisions for adjusting the amount if needed as the project advances.

Council Review:

None to date. Second amendment will exceed \$50,000 and is planned for Council approval in August or September 2017 to extend the contract through the end of 2018 and up to \$520,000. Subsequent contract amendments for the remainder of the plans review and inspection services through 2022/2023 would also require Council approvals.

Schedule:

Contract initially executed November 1, 2017 and WC-3 review of ST project design started immediately and review of 30% and 60% milestone submittals have been completed together with ongoing over-the-shoulder reviews. ST's LLE project is anticipated to reach 90% design in Fall 2017 with construction permit submittals in late 2017 and early 2018. Inspection services are anticipated to start with demolition permits in late 2017 and continue through approximately 2022 when construction should be completed.

Proposed Contract Amendment:

The current contract amount is expected to be fully expended in early August. This proposed amendment of the contract amount from \$40,000 to \$50,000 is intended to approve sufficient expenditures to cover services through September 2017, allowing time for staff to prepare a larger contract amendment for Council approval in August or September 2017 to cover services needs estimated through 2018.



**FIRST AMENDMENT TO CONTRACT FOR SERVICES
(ORIGINAL CONTRACT NUMBER: 8584)**

Whereas an agreement was entered into by and between the City of Shoreline, Washington, and West Coast Code Consultants, Inc. (WC-3) on November 1, 2016; and

Whereas the parties desire to amend said agreement in order to reflect a change of circumstances, to wit: Increase the contract amount to \$50,000 to cover anticipated services in August/September 2017.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Existing Agreement Amended:** The City and WC-3 entered into an agreement on November 1, 2016 identified as: Contract 8584 - Regulatory Plan Review and Inspection Services for Light Rail Facilities. The parties hereby amend that agreement.
2. **Amendment to Existing Agreement:** The agreement is amended in the following respect(s):
Increase the contract amount from \$40,000.00 to \$50,000.00.
3. **Terms and Conditions of Existing Agreement Remain the Same:** The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect.

EXECUTED, this the 28th day of July, 2017.

CITY OF SHORELINE

Name: Debbie Terry
Title: City Manager

CONSULTANT

Name: Martha (Marty) J. Gillis
Title: NW Regional Manager

RECEIVED
JUL 24 2017
PCD


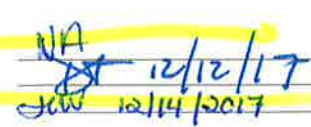
C-17

Receiving # 8584.02

Related Contract #(s) 8584, 8584.01



CONTRACT AMENDMENT/CHANGE ORDER FORM

DESCRIPTION	Originator:	Juniper Nammi	Routed by:	Ann Migdal
	Department/Division:	CMO/Planning & Community Development	Date:	12/7/17
	Name of Consultant/Contractor:	West Coast Code Consultants, Inc. (WC-3)		
	ORIGINAL CONTRACT TITLE:	Regulatory plan review and inspection services for light rail facilities		
CONTRACT CONTENT	Original Description	The consultant will perform regulatory plan review and inspection services for the construction of local of Services: Lynnwood Link Extension Light Rail facilities.		
	Exec 12/12/2017			
	Type of Contract:	<input checked="" type="checkbox"/> (A) Amendment # 2	<input type="checkbox"/> (C) Change Order #	
	Type of Change:	<input checked="" type="checkbox"/> Contract Time	<input type="checkbox"/> Scope of Work	<input type="checkbox"/> Contract Amount ... <input type="checkbox"/> Other (specify below)
	Original	Expiration date: 12/31/2017	This Amendment/CO Amount: \$	
	Previous Extensions:	...	Previous Amendments/COs: \$	
	This Extension:	3/31/2018 (Expiration date)	Original Contract Amount: \$	
	Projected Final Completion:		New Contract Total: \$ 0.00	
	Amendment/Change Order Details:			
	Extend the completion date of the contract from December 31, 2017 to March 31, 2018			
FINANCIAL DETAILS	This Change Order/Amendment: \$ 0.00		(Amount Verification)	
	Org Key - Obj #	1126353-5410000	Org Key - Obj #	
	J/L # - Task #	OP271703-9041	J/L # - Task #	
	Org Key - Obj #		Org Key - Obj #	
	J/L # - Task #		J/L # - Task #	
	Org Key - Obj #		Org Key - Obj #	
	J/L # - Task #		J/L # - Task #	
	Org Key - Obj #		Org Key - Obj #	
	J/L # - Task #		J/L # - Task #	
	Are there sufficient funds in the current budget to cover this contract? <input checked="" type="radio"/> Yes <input type="radio"/> No			
Remarks: Funding for this work is through the existing agreement with Sound Transit: Contract 8629 - Expedited Permitting & Reimbursement Agreement for the Lynnwood Link Project.				
SIGNATURE	Authorization Level:	City Manager	Last Council Action Date:	
	<input checked="" type="checkbox"/> 1. Project Manager <input type="checkbox"/> 2. Risk Management/Budget <input type="checkbox"/> 3. City Attorney <input checked="" type="checkbox"/> 4. Consultant/Contractor <input checked="" type="checkbox"/> 5. City Manager	 <input type="checkbox"/> 6. City Council (if required) <input type="checkbox"/> 7. City Manager <input checked="" type="checkbox"/> 8. City Clerk <input checked="" type="checkbox"/> 9. Originating Department	 12/12/17 12/14/2017	



Memorandum

DATE: December 7, 2017

TO: Debbie Tarry, City Manager

FROM: Juniper Nammi, ST Project Manager

RE: 2nd Amendment to Contract 8584 - Regulatory Plan Review and Inspection Services for Light Rail Facilities

Contractor Name and Project:

West Coast Code Consultants, Inc. (WC-3)

Design Review, Permitting, and Inspections of the Sound Transit Lynnwood Link Extension

Scope of Services:

Provision of structural and non-structural building plans review, both over-the-shoulder and milestone submittal reviews, for the Sound Transit Lynnwood Link Extension project within Shoreline. Services also include code and regulatory related guidance and building inspection services on the project.

This contract amendment only proposes to change the completion date for this work. No change in scope is proposed. Extending the completion date of the current

Selection Process:

Selection was completed in 2016 through a competitive RFQ process consistent with the requirements for contracts that need Council approval, however the initial contract was executed administratively for \$40,000. This approach was taken because the exact schedule and level of services needed was not certain when the contract was executed on November 1, 2016.

Financial Impact:

Funding for this contract is from Sound Transit through Contract 8629 – Expedited Permitting & Reimbursement Agreement for the Lynnwood Link Project. The initial estimate for plans review and inspection services in this agreement totals \$553,339 through Q1 of 2018 with provisions for adjusting the amount if needed as the project advances.

Council Review:

None to date. Future amendment to scope and amount will exceed \$50,000 and is planned for Council approval in January 2017 to extend the contract through the end of 2018 or 2019 and up

to \$520,000. Subsequent contract amendments for the remainder of the plans review and inspection services through 2022/2023 would also require Council approvals.

Schedule:

Contract initially executed November 1, 2016 and WC-3 review of ST project design started immediately and review of 30% and 60% milestone submittals have been completed together with ongoing over-the-shoulder reviews. ST's LLE project was originally anticipated to reach 90% design in Fall 2017 with construction permit submittals in late 2017 and early 2018. This schedule is now shifted out a year due to the cost reduction exercises that Sound Transit undertook in the second half of 2017.

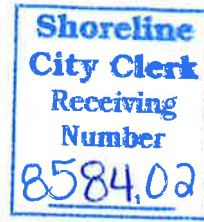
The adjusted schedule now includes an In Progress 90% milestone submittal in April 2018 and moves the 90% submittal to December 2018 and construction permit submittals in early 2019. Inspection services are now anticipated to start with demolition permits in spring 2018 and continue through approximately 2023 when construction should be completed.

First Contract Amendment:

The first contract amendment increased the contract amount from \$40,000 to \$50,000 in order to approve sufficient expenditures to cover services through December 2017.

Second Contract Amendment:

Due to the cost reduction process, there is approximately \$14,000 remaining in the contract budget to be expended. Staff estimates that this is sufficient to cover review by WC3 between December 2017 and the end of March 2018 based on past time expended. Extending the date will allow additional time to determine the additional budget amount and scope of services that staff would like to add to the contract for services through the end of 2018 or 2019 and will required Council approval.



Attachment C
Receiving #8584.02

**SECOND AMENDMENT TO CONTRACT FOR SERVICES
(ORIGINAL CONTRACT NUMBER:8584)**

Whereas an agreement was entered into by and between the City of Shoreline, Washington, and West Coast Code Consultants, Inc. (WC-3) on November 1, 2016; and said agreement was later amended on July 28, 2017; and

Whereas the parties desire to amend said agreement once again in order to reflect a change of circumstances, to wit:

Extend the Completion Date from December 31, 2017, to March 31, 2018, in order to allow additional time to complete the regulatory structural and non-structural plan review, code application, and combination inspection services for Sound Transit Lynnwood Link Extension Light Rail Facilities within the City of Shoreline.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Existing Agreement Amended:**

The City and WC-3 entered into an agreement on November 1, 2016 identified as: Contract 8584 - Regulatory Plan Review and Inspection Services for Light Rail Facilities.

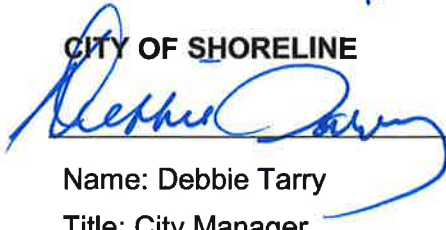
The City and WC-3 entered into an amendment to said agreement, identified as First Amendment No. 8584.01, dated July 28, 2017.

The parties hereby amend the original agreement as amended.


2. **Amendment to Existing Agreement:** The agreement is amended in the following respect(s): Extend the Completion Date from December 31, 2017 to March 31, 2018.
3. **Terms and Conditions of Existing Agreement Remain the Same:** The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect.

EXECUTED, this the 12th day of December, 2017.

CITY OF SHORELINE


Name: Debbie Tarry
Title: City Manager

CONSULTANT


Name: Martha (Marty) J. Gillis
Title: NW Regional Manager



C-18 CONTRACT AMENDMENT/CHANGE ORDER FORM

Receiving # 8584.03

Related Contract #(s) 8584, 8584.01, 8584.02

DESCRIPTION	Originator:	Juniper Nammi		Routed by:	Juniper Nammi
	Department/Division:	CMO/Planning & Community Development		Date:	3/9/18
	Name of Consultant/Contractor:	West Coast Code Consultants, Inc. (WC-3)			
	ORIGINAL CONTRACT TITLE:	Regulatory plan review and inspection services for light rail facilities			
Original Description: The consultant will perform regulatory plan review and inspection services for the construction of local of Services: Lynnwood Link Extension Light Rail facilities.					
CONTRACT CONTENT	Exec 3/29/2018 Type of Contract: <input checked="" type="checkbox"/> (A) Amendment # 3 <input type="checkbox"/> (C) Change Order #				
	Type of Change: <input checked="" type="checkbox"/> Contract Time <input checked="" type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Contract Amount (Non-taxable) <input type="checkbox"/> Other (specify below)				
	Original Expiration date: 12/31/2017		This Amendment/CO Amount: \$ 45,000.00		
	Previous Extensions: 3/31/2018 (Expiration date)		Previous Amendments/COs: \$ 10,000.00		
	This Extension: 3/31/2019 (Expiration date)		Original Contract Amount: \$ 40,000.00		
	Projected Final Completion: approximately December 2022		New Contract Total: \$ 95,000.00		
	Amendment/Change Order Details: Increase contract amount from \$50,000 by \$45,000 to new total of \$95,000 Extend the contract expiration date from 3/31/2018 to 3/31/2019 Amend the scope of services as identified in Amendments to Exhibit A-Scope of Services as attached, including an addition to listed services, update of contract project manager, change to one definition, adjustment to the time line, and update to hourly rates.				
	This Change Order/Amendment: \$ 45,000.00 (Amount Verification)				
	Org Key - Obj # 1126353-5410000		Org Key - Obj #		
	J/L # - Task # OP271703-9041	Amount: 45,000.00	J/L # - Task #	Amount:	
Org Key - Obj #	Amount:	Org Key - Obj #	Amount:		
J/L # - Task #	Amount:	J/L # - Task #	Amount:		
Org Key - Obj #	Amount:	Org Key - Obj #	Amount:		
J/L # - Task #	Amount:	J/L # - Task #	Amount:		
Are there sufficient funds in the current budget to cover this contract? <input checked="" type="radio"/> Yes <input type="radio"/> No					
Remarks: Funding for this work is through the existing agreement with Sound Transit: Contract 8629 - Expedited Permitting & Reimbursement Agreement for the Lynnwood Link Project. [The proposed contract amount is still below the original estimates for these services in the reimbursement agreement with Sound Transit.]					
SIGNATURE	Authorization Level: City Manager		Last Council Action Date:		
	<input checked="" type="checkbox"/> 1. Project Manager <input type="checkbox"/> 2. Risk Management/Budget <input checked="" type="checkbox"/> 3. City Attorney <input checked="" type="checkbox"/> 4. Consultant/Contractor 5. (Click to select or overwrite)		<input checked="" type="checkbox"/> 6. City Council (if required) <input checked="" type="checkbox"/> 7. City Manager <input checked="" type="checkbox"/> 8. City Clerk <input checked="" type="checkbox"/> 9. Originating Department		
	3/26/18 Council #8(1) JUN 3/29/2018		3/26/18 Council #8(1) JUN 3/29/2018		
	3/26/18 Council #8(1) JUN 3/29/2018		3/26/18 Council #8(1) JUN 3/29/2018		
	3/26/18 Council #8(1) JUN 3/29/2018		3/26/18 Council #8(1) JUN 3/29/2018		

original	\$40,000	
#1	\$10,000	
#2	Term	} \$55,000
#3	45,000	



Memorandum

DATE: March 9, 2018

TO: Debbie Tarry, City Manager

VIA: City Attorney's Office
Marty Giles, West Coast Code Consultants
City Council

FROM: Juniper Nammi, ST Project Manager

RE: 3rd Amendment to Contract 8584 - Regulatory Plan Review and Inspection
Services for Light Rail Facilities

Contractor Name and Project:

West Coast Code Consultants, Inc. (WC-3)
Design Review, Permitting, and Inspections of the Sound Transit Lynnwood Link Extension

Scope of Services:

Provision of structural and non-structural building plans review, both over-the-shoulder and milestone submittal reviews, for the Sound Transit Lynnwood Link Extension project within Shoreline. Services also include code and regulatory related guidance and building inspection services on the project.

This contract amendment proposes to increase the contract amount by \$45,000 to a total of \$95,000, to extend the contract expiration date another year to March 31, 2018, and to amend the scope of service to add to listed services, update the WC-3 contract project manager, change one definition, adjust the timeline, and update the hourly rates.

Selection Process:

Selection was completed in 2016 through a competitive RFQ process consistent with the requirements for contracts that need Council approval. Staff selected the consultant from a field of six firms responding to the RFQ. Six rated criteria categories were used for independent evaluation by a selection panel of five City staff members. WC-3 was ranked first by four of the five panelists and proposed using on-board employees with direct light rail plan review experience on the City of Bellevue stations. The initial contract was executed administratively for \$40,000. This approach was taken because the exact schedule and level of services needed was not certain when the contract was executed on November 1, 2016.

Financial Impact:

Funding for this contract is from Sound Transit through Contract 8629 – Expedited Permitting & Reimbursement Agreement for the Lynnwood Link Project. The initial estimate for plans review and inspection services in this agreement totaled \$553,339 through Q1 of 2018 with provisions for adjusting the amount if needed as the project advances. Actual plans review and inspection services have been much less than originally estimated at approximately \$35,000 invoiced by WC-3 as of the end of January 2018. The City has not yet expended the full \$2 million available through this reimbursement agreement with Sound Transit and the agreement does not have a specific expiration date. The funds continue to be available and are budgeted for in the 2018 budget for the Light Rail Stations project.

Council Review:

None to date. This amendment to scope and amount exceeds \$50,000 and is planned for Council approval March 26, 2018 to extend the contract through the end of March 2019. Subsequent contract amendments for the remainder of the plans review and inspection services through 2022/2023 would also require Council approvals.

Schedule:

Contract initially executed November 1, 2016 and WC-3 review of ST project design started immediately. Review of 30% and In Progress 60% milestone submittals have been completed together with ongoing over-the-shoulder reviews. ST's LLE project was originally anticipated to reach 90% design in Fall 2017 with construction permit submittals in late 2017 and early 2018. This schedule is now shifted out a year due to the cost reduction exercises that Sound Transit undertook in the second half of 2017.

The adjusted schedule now includes an In Progress 90% milestone submittal scheduled on April 11, 2018, moves the 90% submittal to December 2018, and estimates construction permit submittals in late 2018 and early to mid-2019. Inspection services are now anticipated to start with demolition permits in spring 2018 and continue through approximately 2023 when construction should be completed.

First Contract Amendment:

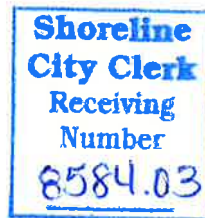
The first contract amendment increased the contract amount from \$40,000 to \$50,000 in order to approve sufficient expenditures to cover services through December 2017.

Second Contract Amendment:

The second contract amendment extended the contract expiration date to March 31, 2018.

Third Contract Amendment:

The proposed third contract amendment would extend this contract through the end of March 2019 and increase the contract amount by an additional \$45,000 to cover the work load anticipated over the next year for the balance of the design phase of the Project. Additionally, the scope of the contract would be amended as identified in Amendments to Exhibit A - Scope of Services, including an addition to listed services, update of contract project manager, change to one definition, adjustment to the timeline, and update to hourly rates. This amendment is scheduled on the March 26, 2019, Council Consent Calendar for requested execution authorization.



**THIRD AMENDMENT TO CONTRACT FOR SERVICES
(ORIGINAL CONTRACT NUMBER: 8584)**

Whereas an agreement was entered into by and between the City of Shoreline, Washington, and West Coast Code Consultants, Inc. (WC-3) on November 1, 2016; and said agreement was last amended on December 12, 2017; and

Whereas the parties desire to amend said agreement once again in order to reflect a change of circumstances, to wit: (a) to extend the expiration date of the agreement to March 31, 2019; (b) to amend the Scope of Services Exhibit A, and (c) to increase the amount of the agreement to \$95,000.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Existing Agreement Amended:

The City and WC-3 entered into an agreement on November 1, 2016 identified as: Contract 8584 - Regulatory Plan Review and Inspection Services for Light Rail Facilities.

The City and WC-3 entered into an amendment to said agreement, identified as First Amendment No. 8584.01, dated July 28, 2017.

The City and WC-3 entered into an amendment to said agreement, identified as Second Amendment No. 8584.02, dated December 12, 2017.

The parties hereby amend the original agreement as amended.

2. Amendment to Existing Agreement:

The agreement is amended in the following respect(s):

Section 1. Scope of Services. Exhibit A is amended as provided in Exhibit A-1, attached hereto.

Section 2(A). Compensation. Exhibit A is amended as provided in Exhibit A-2, attached hereto.

Section 2(A). Compensation. Total not to exceed amount is increased to \$95,000.00.

Section 3(A). Term. The term of the Agreement to say expired at midnight on the 31st day of March, 2019.

3. Terms and Conditions of Existing Agreement Remain the Same:

The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect.

EXECUTED, this the 29th day of March, 2018.

CITY OF SHORELINE


Name: Debbie Tarry,
Title: City Manager

CONSULTANT


Name: Martha (Marty) J. Gillis
Title: NW Regional Manager

Approved as to form:


Shoreline City Attorney



19109 36th Ave W, Suite 207
Lynnwood WA 98036
OFFICE: (425) 582-1719

Exhibit A-1

Amendments to Exhibit A

SCOPE OF SERVICES

The original contract Exhibit A Scope of Services with the following underlined additions or changes.

General:

- 1) *Add Demolition permit inspections to the list of services as follows:*
 - At the City's request, WC-3 will provide building code review or inspection of demolition permit(s), if any, at the request of the City.
- 2) *Change the designated point of contact and Project Manager for this contract as follows:*
WC-3 point of contact for this project will be Martha (Marty) J. Gillis who will act as Project Manager.

Definitions:

- 3) *Revise the duration of Phase (1) based on Sound Transit delayed schedule as follows:*

Phase 1: The duration of Phase (1) one, is described as the last quarter of 2016 through the first quarter of 2019.

Plan Review:

- 4) *Replace the original Timeline Schedule the following revised schedule:*

Timeline Schedule for Milestone Plan Review

60 % Review	Review response completed within 25 Calendar Days Receipt of Milestone Design Submittal
<u>In Progress 90% Review</u>	<u>Review response completed within 25 Calendar Days Receipt of Milestone Design Submittal</u>
90% Review – <u>Stations Only</u>	Review response completed within 25 Calendar Days Receipt of Milestone Design Submittal
100% Review – <u>separate submittals for project packages</u>	Review response completed within 25 Calendar Days Receipt of Milestone Design Submittal
Subsequent Rechecks	Review response completed within 14 Calendar Days Receipt of Successful Receipt of Design Submittal



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Lynnwood WA 98036
OFFICE: (425) 582-1719

COMPENSATION & RATES

Building Inspection:

5) *Hourly inspection rate updated and demolition inspections added as follows:*

The following inspection services are provided using an hourly rate of \$110 per hour. For IBC Building, IRC Building, Demolition, Plumbing, Mechanical, Electrical and Energy.

WC-3 Structural Observation:

6) *Hourly rates for structural observation updated as follows:*

The following review services are provided using an hourly inspection rate of \$150 per hour for structural inspection of building structures by a WC-3 Washington State licensed engineer. Portal to portal charges apply with a minimum charge of 1 hour.

Staff, Staff Responsibilities, and Rates:

7) *Hourly billing rates updated for consistency with current market standard:*

Staff	Staff Responsibilities	Rate
Senior Project Manager	Responsible for overall management of the project and contractual issues.	\$ <u>150</u> per hour
Project Manager	Responsible for being the lead project coordinator, coordinating WC-3 staff, attending meetings, writing meeting minutes, invoicing, and for WC-3's structural observation.	\$ <u>150</u> per hour
Plan Reviewer	Responsible for the reviews Milestone Design submittals, producing review letter regarding code compliance, performing rechecks, and for coordinating with the Project Manager.	\$ <u>150</u> per hour
Administrative Assistant	Responsible for assisting with completing meeting minutes, assisting with invoicing, word processing, processing submittals, and for general support to the Senior Project Manager and Project Manager.	\$ <u>85</u> per hour

Plan Review Hourly Review Rates:

8) *Plan review hourly rates updated as follows:*

Hourly rates apply if a third and subsequent review comments are needed, or if a review is requested after approval of documents has occurred. Hourly rates include all labor required for completion of these services and are assessed at the hourly rate of \$150 per hour with a minimum charge of 1 hour.



CERTIFICATE OF LIABILITY INSURANCE

Attachment D

DATE (MM/DD/YYYY)
4/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101 Lic #0020739	CONTACT NAME: Marie Swaney	
	PHONE (A/C, No, Ext): 626-844-3070 FAX (A/C, No):	
	E-MAIL ADDRESS: mswaney@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Accident & Indemnity	22357
	INSURER B: Hartford Fire Ins. Co.	19682
	INSURER C: Trumbull Insurance Company	27120
	INSURER D: Continental Casualty Company	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1405823871 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBARI7696	4/28/2017	4/28/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Deductible \$0
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		57UEGZM2523	4/28/2017	4/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	57SBARI7696	4/28/2017	4/28/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WEGKU8419	4/28/2017	4/28/2018	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made Form			MCH591900192	4/28/2017	4/28/2018	\$1,000,000 \$2,000,000 per claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employer's Liability/WA Stop Gap applies to WC Policy #57WEGKU8419. Umbrella Policy is follow form to underlying GL/AUTO/Employers Liability Policies
RE: Contract #8584, All ops of named insured -- City of Shoreline is named as an additional insured as respects general & auto liability for claims arising from the operations of the named insured as required per written contract or agreement, per the Blanket Business Liability Coverage Policy Form SSOO 08 04 05, attached

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

City of Shoreline 17500 Midvale Ave N. Shoreline WA 98133	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Policy Number:57SBARI7696

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM**C. WHO IS AN INSURED****6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 57 WEG KU8419

Endorsement Number:

Effective Date: 04/28/17 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: WEST COAST CODE CONSULTANTS

2400 CAMINO RAMON STE 240
SAN RAMON, CA 94583

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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Washington, West Virginia and			
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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of

the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Cancellation

Paragraph 2. of **D. Cancellation of Part 6** (Conditions) is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

6. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.

2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will

keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

7. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C, **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.

13. bodily injury sustained by any member of the flying crew of any aircraft.

14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS**1. Employers' Liability Insurance**

Item 3.B. of the **Information Page** is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

OR

2. The amount shown in the **Information Page**.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Foreign Voluntary Compensation and Employers' Liability Reimbursement**A. How This Reimbursement Applies**

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.

3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the **Information Page**.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.
4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to

the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or

2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

4. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

UT

Countersigned by



Authorized Representative



Shoreline
City Clerk
Receiving
Number
8584.04

Attachment E

Receiving #8584.04

**FOURTH AMENDMENT TO CONTRACT FOR SERVICES
(ORIGINAL CONTRACT NUMBER:8584)**

Whereas an agreement was entered into by and between the City of Shoreline, Washington, and West Coast Code Consultants, Inc. (WC-3) on November 1, 2016; and said agreement was last amended on March 29, 2018.

Whereas the parties desire to amend said agreement once again in order to reflect a change of circumstances, to wit: (a) to increase the agreement amount by \$50,000 to a total of \$145,000.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Existing Agreement Amended:

The City and WC-3 entered into an agreement on November 1, 2016 identified as: Contract 8584 - Regulatory Plan Review and Inspection Services for Light Rail Facilities.

The City and WC-3 entered into an amendment to said agreement, identified as First Amendment No. 8584.01, dated July 28, 2017.

The City and WC-3 entered into an amendment to said agreement, identified as Second Amendment No. 8584.02, dated December 12, 2017.

The City and WC-3 entered into an amendment to said agreement, identified as Third Amendment No. 8584.03, dated March 29, 2018.

The parties hereby amend the original agreement as amended.

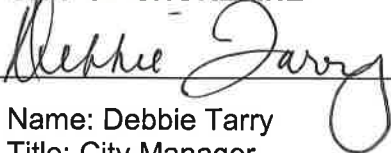
2. Amendment to Existing Agreement: The agreement is amended in the following respect(s):

Section 2(A). Compensation. Total not to exceed amount is increased to \$145,000.00.

3. Terms and Conditions of Existing Agreement Remain the Same: The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect.

EXECUTED, this the 15th day of February, 2019.

CITY OF SHORELINE


Name: Debbie Tarry
Title: City Manager

CONSULTANT



Name: Martha J. Gillis
Title: NW Regional Manager



EXHIBIT A-3

SCOPE OF SERVICES

The original contract Exhibit A Scope of Services as amended by Exhibit A-1 Scope of Services, with the following additions or changes.

General:

1) *Add Phase 2 services to the list of services as follows:*

West Coast Code Consultants, Inc. (WC-3) proposes to provide the following listed services; listed as a part of Phase 1 and Phase 2 of the Sound Transit Lynnwood Link Extension Light Rail facilities plan review and inspection services as described in RFQ 8584.

- At the City's request, for Phase 1 and Phase 2 WC-3 will provide attendance in regularly scheduled internal coordination and agency coordination meetings regarding the design, permitting, ~~and construction~~ report review, plan revisions during construction and inspections; as needed. A three working day advance notice will be provided for unscheduled meetings.
- At the City's request, WC-3 will provide attendance in safety training and periodic other required training of worker safety meetings as needed; and, WC-3 will perform combination building inspections and review of special inspection reports and or review of geotechnical reports at the request of the City. Building inspection requests and special inspection/geotechnical report report requests will be scheduled providing at least one working day notice. Every effort will be made to provide advanced notice or advanced scheduling of inspections, however from time to time an inspection request will be added or canceled with short notice depending on the phase of construction, weather, or other scheduling needs. WC-3 recognizes this occurrence as normal to the inspection process and will endeavor to work with the City of Shoreline and Sound Transit to meet inspection needs. WC-3 will utilize City permit and inspection software and will interact with City and Sound Transit record keeping software as needed to collaborate in the review and approval of construction related special inspection and geotechnical reports and similar documents. The City will facilitate access to software and licenses needed at no cost to WC-3. The City will provide specification for any field tablets or electronic devices needed and WC-3 will purchase equipment needed for field use.
- At the City's request, WC-3 will provide plan review of plan revisions during the construction phase using mutually agreed timelines.

**Definitions:**

- 2) *Revise the duration of Phase 1 based on Sound Transit delayed schedule as follows:*

Phase 1: The duration of Phase (1) one, is described as the last quarter of 2016 through the last quarter of 2019.

- 3) *Add the definition of Phase 2 as follows:*

Phase 2: The duration of Phase (2) two, is described as the second quarter of 2019 through the last quarter of 2023, or as extended by the City of Shoreline.

Plan Review:

- 4) *Add Permit Submittals to the Timeline with the following permit submittal review schedule:*

Timeline Schedule for Construction Permit Submittal Review

<u>Site Development Permits with Miscellaneous Structures</u>	<u>Review response completed within 25 Calendar Days Receipt of Permit Submittal, or as mutually agreed</u>
<u>Tenant Improvement Permits and related subordinate permits</u>	<u>Review response completed within 14 Calendar Days Receipt of Permit Submittal, or as mutually agreed</u>
<u>Commercial Building Permits and related subordinate permits</u>	<u>Review response completed within 25 Calendar Days Receipt of Permit Submittal, or as mutually agreed</u>
<u>Subsequent Rechecks</u>	<u>Review response completed within 14 Calendar Days Receipt of Permit Revision Submittal, or as mutually agreed</u>

- 5) *Add Permit Submittals and electronic processing to the Timeline commencement description as follows:*

Review Timeline commences upon delivery of Receipt of Milestone Design Submittal or Receipt of Permit Submittal or Revision and ends upon delivery of an electronic correction letter or return of the approved confirmation of electronic approval of the permit application and plans to the city permit center or designated city staff.



EXHIBIT A-4
COMPENSATION & RATES

Building Inspection:

6) *Hourly inspection rate updated and demolition inspections added as follows:*

The following inspection services are provided using an hourly rate of \$120 per hour. For IBC Building, ~~IRC-IEBC~~ Building, NFPA130 Building, Demolition, Plumbing, Mechanical, Electrical and Energy. Portal to portal charges apply with a minimum charge of 1 hour.

WC-3 Structural Observation:

7) *Hourly rates for structural observation updated as follows:*

The following review services are provided using an hourly inspection rate of \$150 per hour for structural inspection of building structures by a WC-3 Washington State licensed engineer. Portal to portal charges apply with a minimum charge of 1 hour.