

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to Execute Amendment #3 to Contract 8584 with West Coast Code Consultants for Regulatory Plan Review and Inspection Services for Light Rail Facilities in the Amount of \$45,000
DEPARTMENT:	Planning & Community Development City Manager's Office
PRESENTED BY:	Ray Allshouse, Building Official Juniper Nammi, Sound Transit Project Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On November 1, 2016, the City Manager executed service contract #8584 with West Coast Consultants, Inc. (WC3) in the amount of \$40,000, 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. This contract was subsequently amended to a revised total of \$50,000 and extended to March 31, 2018.

Another amendment is now needed to cover the next year of the City's plan review, permitting, and inspection services for this Sound Transit light rail project. The proposed 2018 contract amendment exceeds the City Manager authority and needs City Council authorization to be executed. Staff is requesting that Council authorize the City Manager to execute this amendment for the next year of project design and permitting.

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 2018 by the Expedited Permitting and Reimbursement Agreement for the Lynnwood Link Project executed with Sound Transit on September 26, 2016.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Amendment No. 3 to Contract 8584 with West Coast Code Consultants, Inc. for Regulatory Plan Review and Inspection Services for Light Rail Facilities in the amount of \$45,000 for a total contract amount of \$95,000 through March 31, 2019.

Approved By: City Manager **DT** City Attorney **MK**

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. An additional amendment to this contract requires Council approval to increase the contract amount beyond the City Manager's authority.

BACKGROUND

In 2016, when Sound Transit started the final design of the LLE Project and the Expedited Permitting and Reimbursement Agreement with Sound Transit was negotiated and executed, City staff identified a combination of ST-funded City staff positions and consultant services to provide the responsive design review and permitting services requested by Sound Transit. Regulatory building plans review and inspection services were deemed to be best achieved through the use of contract consultant services for the duration of the Project's design and construction.

This multi-year consultant contract has always been estimated to eventually exceed contract authorization limits of the City Manager, and continuity of regulatory oversight for the duration of the project is considered essential. The projected full scope of regulatory plans review and permit inspection work is expected to potentially exceed \$600,000 over seven years of design and construction.

Selection of the regulatory plans review consultant was deliberately achieved through the Request for Qualifications (RFQ) process in anticipation of the need to gain Council approval. The RFQ solicitation was conducted in August and September of 2016, and staff selected WC3 from a field of six firms responding to the RFQ. A contract for Phase 1 of the anticipated regulatory plans review and inspection services was executed with WC3 in November 2016, and was amended twice to extend the contract amount and expiration date of the original contract.

Sound Transit's design phase for the Project was extended by approximately one year due to a project cost reduction process started in June of 2017. The services provided by WC3 to date have been prompt and met the quality expectations of City staff. Due to this delay, staff is only now requesting an amendment to the WC3 services contract that requires Council authorization.

DISCUSSION

The City needs to continue provide Sound Transit with responsive regulatory plans review over the next year while design is completed and project permits are submitted for review. Since November of 2016, these services were provided through the contract

with WC3 and city staff are recommending extending this contract through the end of March 2019 and increasing 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.

In 2019, the Project will shift from the design phase to the construction phase which will continue through approximately the end of 2022 or mid-2023. This year, City staff will negotiate an amendment to the existing Expedited Permitting and Reimbursement Agreement with Sound Transit for the construction phase of the project to secure funding for services to be provided between 2019 and 2023. Staff anticipates requesting another amendment to the WC3 contract after these negotiations with Sound Transit for additional funding and services are concluded, but staff does not yet have enough detail to estimate the scope and amount for the construction phase requirements under this contract at this time.

ALTERNATIVES ANALYSIS

The alternative preferred by staff is to obtain Council approval for the next year of consultant services from WC-3 for regulatory plans review and inspection of the LLE Project as originally planned for and budgeted.

Other options include going out for a new RFQ for this contract work that may or may not result in a qualified consultant that is familiar with reviewing light rail projects and staff would not necessarily have experience with their ability to deliver what is needed with the timeliness and quality that we have come to expect from WC3.

Providing these services with City staff would be difficult due to the fluctuating nature of the work load, responsiveness required by Sound Transit, and current workloads for existing staff. The budget would have to be amended and another Structural Plans Examiner added to staff, without having certainty of a full time work load for that position.

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 2018 by the Expedited Permitting and Reimbursement

Agreement for the Lynnwood Link Project executed with Sound Transit on September 26, 2016.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Amendment No. 3 to Contract 8584 with West Coast Code Consultants, Inc. for Regulatory Plan Review and Inspection Services for Light Rail Facilities in the amount of \$45,000 for a total contract amount of \$95,000 through March 31, 2019.

ATTACHMENTS

- Attachment A – Agreement for Regulatory Plan Review and Inspection Services for the construction of local Lynnwood Link Light Rail facilities with West Coast Code Consultants
- Attachment B – Amendment No. 1 to West Coast Code Consultants Services Agreement
- Attachment C – Amendment No. 2 to West Coast Code Consultants Services Agreement
- Attachment D – Proposed Amendment No. 3 to West Coast Code Consultants 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 <u>11/1/2016</u> Completion Date: <u>12/31/2017</u>					
	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		
	Org Key – Obj #			
	J/L # – Task #			
	Org Key – Obj #			
	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 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	<input checked="" type="checkbox"/> W-9 Form <i>on file</i>
<input type="checkbox"/> Contract Bond/In Lieu of Form		<input type="checkbox"/> W-9 Form		

SIGNATURE	Authorization Level: City Manager	
	<input checked="" type="checkbox"/> 1. Project Manager <input checked="" type="checkbox"/> 2. Risk Management/Budget <input checked="" type="checkbox"/> 3. City Attorney <input checked="" type="checkbox"/> 4. Consultant/Contractor <input type="checkbox"/> 5. (click to select or overwrite)	<input 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
	<i>10/12/16</i> <i>10/14/16</i> <i>10/25/16</i> <i>11/1/16</i> <i>10/2/16</i>	



*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

Attachment A

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)



Attachment A

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

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.



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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.



Attachment A

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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

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- 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 E-MAIL ADDRESS: mswaney@dealeyrenton.com FAX (A/C, No):															
INSURED WESTCOAST5 West Coast Code Consultants, Inc 19109 36th Avenue W Suite 207 Lynnwood, WA 98036		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>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 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 <input type="checkbox"/> 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 checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS 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"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	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	<table border="1"> <thead> <tr> <th>PER STATUTE</th> <th>X</th> <th>OTH-ER</th> <th>LIMIT</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$1,000,000</td> </tr> </tbody> </table>	PER STATUTE	X	OTH-ER	LIMIT	E.L. EACH ACCIDENT			\$1,000,000	E.L. DISEASE - EA EMPLOYEE			\$1,000,000	E.L. DISEASE - POLICY LIMIT			\$1,000,000
PER STATUTE	X	OTH-ER	LIMIT																				
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	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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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
☐ 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:

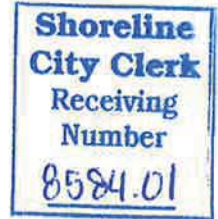
None to date. Second amendment will exceed \$50,000 and is planned for Council approval in August or September 2017 to extend the contract through the end of 2018 and up to \$520,000. Subsequent contract amendments for the remainder of the plans review and inspection services through 2022/2023 would 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"/> 6. City Council (if required)	NA
	<input type="checkbox"/> 2. Risk Management/Budget		<input type="checkbox"/> 7. City Manager	12/12/17
	<input type="checkbox"/> 3. City Attorney		<input checked="" type="checkbox"/> 8. City Clerk	12/14/2017
	<input checked="" type="checkbox"/> 4. Consultant/Contractor		<input checked="" type="checkbox"/> 9. Originating Department	
	<input checked="" type="checkbox"/> 5. City Manager			



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.

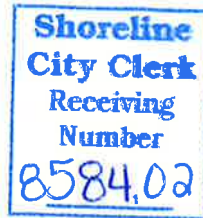
The adjusted schedule now includes an In Progress 90% milestone submittal in April 2018 and moves the 90% submittal to December 2018 and construction permit submittals in early 2019. Inspection services are now anticipated to start with demolition permits in spring 2018 and continue through approximately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

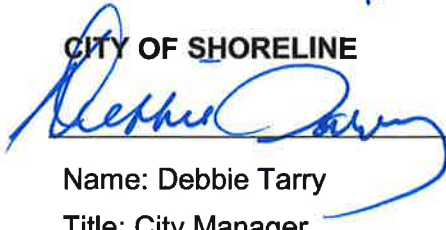
The City and WC-3 entered into an amendment to said agreement, identified as First Amendment No. 8584.01, dated July 28, 2017.

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



**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 _____ day of _____, 2018.

CITY OF SHORELINE

CONSULTANT

Name: Debbie Tarry,
Title: City Manager

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



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



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.