

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Professional Services Contract with Landau Associates, Inc. in the Amount of \$63,200 to Provide Noise Mitigation Construction Services for the Lynnwood Link Light Rail Extension Project
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Juniper Nammi, Light Rail 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:

The Sound Transit Lynnwood Link Extension Project requires noise mitigation measures during construction of this project and for operation of the light rail system and associated transit centers at the stations. The City does not have staff with the required expertise to review and inspect the project for compliance with the City's adopted Noise Control regulations in Shoreline Municipal Code (SMC) Chapter 9.05 and the noise related Special Use Permit conditions that apply to this project (SPL18-0140). City staff administratively selected and contracted for noise mitigation design review and permit review services with Landau Associates, Inc. in 2017 and again in 2018-2019 for a combined scope of work less than \$50,000.

City staff would now like to execute a contract for noise mitigation construction services including review of permit revisions and inspections during construction of both the construction and operations related mitigation measures. The City Manager has approved a waiver of the Request for Proposals process based on satisfactory past work and their qualifications to perform this scope of work. Council approval is required because the contract amount for 2020 is proposed to be sixty-two thousand, three hundred dollars (\$62,300).

RESOURCE/FINANCIAL IMPACT:

The contract amount is included in the City Manager's Office Budget for Light Rail Stations and is adequately funded through the end of 2020 by the Expedited Permitting and Reimbursement Agreement for the Lynnwood Link Project executed with Sound Transit (Contract #9829, as amended). No additional budget is required at this time.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Contract No. 9464 with Landau Associates, Inc. for Noise Mitigation Construction Services for the Lynnwood Link Light Rail Extension Project in the amount of \$63,200 through December 31, 2020.

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

BACKGROUND

The Sound Transit Lynnwood Link Extension Project requires noise mitigation measures during construction of this project and for operation of the light rail system and associated transit centers at the stations. The City does not have staff with the required expertise to review and inspect the project for compliance with the City's adopted Noise Control regulations in Shoreline Municipal Code (SMC) Chapter 9.05 and the noise related Special Use Permit conditions that apply to this project (SPL18-0140).

In early 2017, City staff administratively selected and contracted for noise mitigation design review and permit review services with Landau Associates, Inc. for review of the Sound Transit LLE Project design submittals that were expected in mid-March (Contract No. 8765, \$9,349.50 expended). This original contract expired on January 1, 2018. The original contract was replaced by Contract No. 9091 for continuation of the design submittal and permit review work in 2018 and 2019 (\$37,653.37 expended). To date the combined scope of work has been less than \$50,000.

DISCUSSION

City staff would now like to execute a contract for noise mitigation construction services including review of permit revisions and inspections of the Lynnwood Link Extension Project of both the construction and operations related mitigation measures. Review of permit revision submittals is very similar to the work previously contracted for from 2017 through 2019. Inspections of mitigation measures after installation was not previously part of the past contracts.

The City Manager has approved a waiver of the Request for Proposals process based on satisfactory past work and the qualifications to perform the scope of work (Attachment A, Exhibit A). Council approval is required because the contract amount for 2020 is proposed to be sixty-two thousand, three hundred dollars (\$62,300).

COUNCIL GOAL(S) ADDRESSED

Proposed Contract No. 9464 for noise mitigation construction services including review of permit revisions and inspections during construction of both the construction and operations related mitigation measures for the LLE Project supports the 2019-2021 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline.*

RESOURCE/FINANCIAL IMPACT

The contract amount is included in the City Manager's Office Budget for Light Rail Stations and is adequately funded through the end of 2020 by the Expedited Permitting and Reimbursement Agreement for the Lynnwood Link Project executed with Sound Transit (Contract #9829, as amended). No additional budget is required at this time.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute Contract No. 9464 with Landau Associates, Inc. for Noise Mitigation Construction Services for the Lynnwood Link Light Rail Extension Project in the amount of \$63,200 through December 31, 2020.

ATTACHMENTS

- Attachment A – Proposed Contract No. 9464 for Noise mitigation construction services for review and inspection of the Lynnwood Link Extension Light Rail Project
- Attachment B – Request for Services RFP Waiver



Contract No. 9464

Brief Description: Noise Mitigation Construction Services for the Sound Transit LLE

**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 Landau Associates, Inc., hereinafter referred to as the “CONSULTANT.”

WHEREAS, the City desires to retain the services of a consultant to (i) review link light rail Construction Noise and Vibration Mitigation and Monitoring Plans, weekly monitoring reports, and other provided materials related to conditions of the Project's Special Use Permit, and (ii) to perform field inspections to support evaluation of temporary noise barriers or other needs as requested, and

WHEREAS, the City has selected Landau Associates, Inc. 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 \$62,300, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of an itemized invoice or billing voucher in the form set forth on Exhibit B. 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. Mail all invoices or billing vouchers to: Accounts Payable, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905 or email to accountspayable@shorelinewa.gov .

3. Term.

- A. The term of this Agreement shall commence February 1, 2020, and end at midnight on the 31st day of December, 2020.

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. The Consultant acknowledges that the City is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by the Consultant in connection with the services rendered under this Agreement may be deemed a public record as defined in the Public Records Act and that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor. 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: Steve Quarterman
Name of Firm: Landau Associates, Inc.
Address: 130 2nd Ave South
Address: Edmonds, WA 98020
Phone Number: (425) 778-0907

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): Juniper Nammi, Light Rail Project Manager.

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.

19. Captions.

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

20. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

21. Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____

By: _____

Name: Debbie Tarry

Name: Steven J. Quarterman

Title: City Manager

Title: Senior Associate

Date: _____

Date: _____

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

Exhibit A - Scope and Compensation

February 5, 2020

City of Shoreline
Planning and Community Development
17500 Midvale Avenue North
Shoreline, WA 98133

Attn: Juniper Nammi, AICP

Transmitted via email to: jnammi@shorelinewa.gov

**Re: Third-Party Review and Inspection– Noise (Construction Phase)
Sound Transit Link Light Rail – Lynnwood Link Extension Project
Shoreline, Washington**

Dear Juniper:

Landau Associates, Inc. (LAI) appreciates the opportunity to support the City of Shoreline (City) with third-party review and inspection services related to noise impact considerations for the Sound Transit Link Light Rail, Lynnwood Link Extension (LLE) project (Project). This letter provides LAI's scope of services and cost estimate for support including review and comment on the LLE construction submittals and site conditions, as well as inspection of mitigation measures to verify that permit conditions and requirements are met.

Project Understanding

The Project will include four new light rail stations from Northgate to Lynnwood along the Interstate-5 corridor, two of which will be located in the City at 145th Street and 185th Street. As a result, the City has been reviewing designs and issuing permits for the Project segment occurring in the City. The Project within the City's limits is separated between two design packages, L200 and L300.

LAI has previously provided the City with review support during design under Contract No. 8765 (which expired on January 1, 2018) and Contract No. 9091 (including Amendment No. 1, which expired on December 31, 2019). Construction services will be authorized as a separate contract.

The Special Use Permit for the Project includes the following conditions related to construction noise:

- a) *The Construction Noise and Vibration Mitigation and Monitoring Plan prepared for the Project shall be subject to City review and approval with the Master Site Development and ROW Use Permits main package revisions. The plan shall be provided to the City at least 30 days prior to initiating main package construction activities. The plan shall include regular reporting on monitoring to the City during construction.*
- b) *Temporary noise barrier materials shall comply with the minimum density standard of four (4) pounds per square foot.*
- c) *Nighttime construction work outside the limits of weekday and/or weekend hours in SMC 9.05.040 shall be subject to application for variance pursuant to SMC 9.05.080.*

- d) *Noise abatement measures (including temporary noise barriers) shall be monitored weekly during construction, and any damage or issues with the noise abatement measures shall be repaired or rectified within three days of identifying the issue, to ensure that such measures are installed and maintained to specifications. Complaints regarding noise abatement measures provided to residents for use inside their homes shall be addressed through the public engagement process and do not require regular monitoring by Sound Transit.*
- e) *In locations where existing noise walls will be removed and other areas along the Project Corridor where identified in the Construction Noise Report (Exhibit 2, Attachment X), Sound Transit shall install temporary noise barriers shall be installed to provide mitigation of highway and/or proximate construction noise until proposed walls are constructed consistent with Mitigation Commitments 4.7-D and 4.7-E in the 2015 FTA ROD Mitigation Plan (Exhibit 7, p. B-9 to B-10). Replacement walls shall be constructed as soon as possible, and no later than prior to start of light rail guideway systems testing (prior to trains running on tracks).*
- f) *Sound Transit shall comply with SMC 9.05 Noise control for all construction staging sites for the Project and shall, as part of the construction Noise and Vibration Control Plan(s), submit proposal(s) for assessing, and if needed, mitigating noise from offsite staging areas for City approval and acceptance under the required site development permit(s). The proposal(s) shall include the following:*
- 1) *Processes for documenting ambient noise levels prior to start of construction staging use and changes in noise levels at adjacent properties after construction staging use begins;*
 - 2) *Process for assessing subsequent changes in the construction staging noise levels due to new or different construction staging activities occurring in the staging area that are expected to increase noise levels or when complaints are received by the City or Sound Transit staff;*
 - 3) *Threshold of change in noise levels, above which noise mitigation measures would be implemented; and*
 - 4) *Proposed mitigation measures consistent with FTA ROD Mitigation Commitment 4.7E (Exhibit 7) to be used if the agreed noise threshold is exceeded.*

LAI understands that the City has requested support with determining contractor/Sound Transit compliance with the conditions noted above during construction. The timeframe for these services will be from January 2020 to December 2020, and may be extended beyond 2020, under contract amendment.

Proposed Scope of Services

The following tasks define LAI's proposed scope of services to provide construction-phase support to the City with third-party review noise services for the proposed Project.

Task 1: LLE Link Light Rail Construction Noise Documentation Review

Upon direction from the City, LAI will review Link Light Rail Construction Noise and Vibration Mitigation and Monitoring Plans, weekly monitoring reports, and other provided materials related to conditions of the Project Special Use Permit and related construction permits. Based on review, LAI will incorporate comments into Bluebeam review sessions or in email correspondence. This task includes review and comments for no more than 18 submittals.

Construction schedule and activities outside of exempt hours are not currently known. Therefore, the number of noise monitoring plan updates and weekly monitoring reports is undetermined. This task includes review of up to 10 construction permit review submittals and 4 monitoring plan/updates and weekly monitoring reports identified in Special Use Permit Condition a and/or f. At least two reviews are included in support of Special Use Permit Conditions b and c.

Assumptions

- LAI coordination with Sound Transit, if necessary, will occur only with the consent of the City.
- This task does not include field efforts to validate site conditions or collect noise level data.

Deliverables

- Review comments for up to 18 construction plan/documentation submittals.

Task 2: Field Inspection

Upon direction of the City, LAI will conduct field inspections to support evaluation of temporary noise barriers in support of Sound Transit Condition b and/or d, or other needs as requested. This task includes up to six site visits, which may include review of noise abatement measures and coordination with City staff to complete subsequent reviews. Summaries of field reviews will be provided to the City in email format, and may include markups of existing project plans or figures.

Assumptions

- LAI coordination with Sound Transit, if necessary, will occur only with the consent of the City.
- This scope of services does not include field efforts to collect noise level data.
- Field review comments will be formatted, if necessary, by the City for transmittal to Sound Transit and/or its construction contractor.

Deliverables

- Review comments based on no more than six field inspections.

Cost Estimate

At the time of this writing, LAI has not been provided with a construction schedule, and the cost estimate is based on assumptions provided in each task above. LAI recommends establishing an initial budget of **\$62,300** for construction services, as detailed below.

Task	Estimated Cost
Task 1: LLE Link Light Rail Construction Noise Documentation Review	\$46,300
Task 2: Field Inspection	\$16,000
PROJECT TOTAL	\$62,300

LAI proposes to provide the above-described services on a time-and-expenses basis according to the budget set forth above and our 2020 Compensation Schedule (attached). In the event the project requirements change, or unexpected conditions are disclosed that appear to require additional field effort, review, or analysis, we will bring these considerations to your attention and seek your written approval for an addendum to the scope of services and costs prior to performing additional services.

Schedule

LAI estimates that we will be able to complete initial review and evaluation of documentation submittals and field reviews within 1 week of receiving review requests from the City. Project services under this scope of services will be completed by the end of December 2020, and may be extended beyond 2020 through contract amendment.

Authorization

LAI anticipates that the City will develop a consultant agreement consistent with other agreements between the City and LAI to formalize our working relationship on this project. Please let us know how we can assist you in that process.

* * * * *

LAI appreciates the opportunity to work with the City on this project. Please contact us if you have any questions about our proposed scope of services and budget for this project.

LANDAU ASSOCIATES, INC.



Steven Quarterman
Senior Associate

SJQ/JAF/tam
2020-7567

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Attachment: 2020 Compensation Schedule

COMPENSATION SCHEDULE – 2020



Personnel Labor	Hourly Rate
Senior Principal	280
Principal	260
Senior Associate	240
Associate	210
Senior	190
Senior Project	175
Project	160
GIS Analyst	160
Senior Staff / CAD Designer	144
Staff / Senior Technician II	132
Data Specialist	132
CAD / GIS Technician	129
Project Coordinator	116
Assistant / Senior Technician I	107
Technician	86
Support Staff	75

Expert professional testimony in court, deposition, declaration, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).

Request for Services Waiver RFP Process

Project: Sound Transit LLE Light Rail Project - Permitting

Services to be Rendered: Noise mitigation construction services for review and inspection of the Lynnwood Link Extension Light Rail Project (Contract 9464)

Anticipated Cost of Services: \$62,300

Desired Consultant: Landau Associates, Inc.

All service contracts that have an estimated cost in excess of \$50,000 must use a formal Request for Proposal (RFP) process. The SMC 2.60.070 Services, Section D.2.b allows the City Manager to waive the formal RFP process when one or more of the following criteria are met:

- Costs of delay in using an RFP process are likely to outweigh savings and higher quality performance expected from the RFP process.
- It can be demonstrated that specialized expertise, experience or skill is needed for a successful outcome and outweighs potentially lower price proposals.
- The selected consultant has previously provided satisfactory service to the City related to this specific project, and has the qualifications to perform the Scope of Work.

Check the appropriate criteria and **provide a brief explanation** for the request and how the criteria has been met. If appropriate, provide examples of previous consultant work, etc.

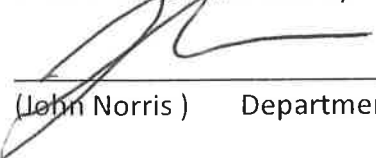
Explanation:

In 2017, two potential consultants were identified for third party review of the LLE Project noise impact analysis and proposed mitigation measures and estimates were requested from both. Only one, Landau Associates responded with a rough cost estimate and qualification information for the consultant team. A contract was awarded based on this limited selection process due to immediate need for the review services.

To date, these services has been provided under two separate contracts, 8765 and 9091 and a total of \$47,002.87 has been spent on the design and permit review services. Permit review is not yet complete and now construction services need to be contracted for - including the inspections mitigation measures, review of noise monitoring reports, and review of revisions.

Landau has provided quality review services and remains the most familiar with the LLE Project and permit conditions.

Waiver Recommended by:

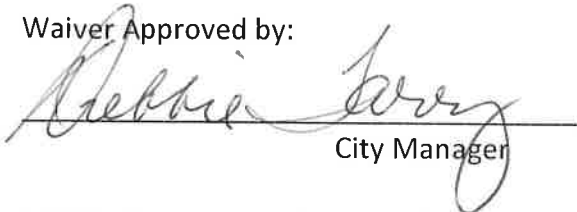


(John Norris) Department Director

3-2-2020

Date

Waiver Approved by:


City Manager


Date

NOTE: This waiver is for the selection process only; all contracts in excess of \$50,000 require City Council approval.