

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute Amendment No. 7 to Contract #8584 with West Coast Code Consultants for Regulatory Plan Review and Inspection Services for Light Rail Facilities
<b>DEPARTMENT:</b>	Planning & Community Development City Manager's Office
<b>PRESENTED BY:</b>	Ray Allshouse, Building Official Juniper Nammi, Sound Transit Project Manager
<b>ACTION:</b>	<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 City of Shoreline originally contracted (Contract #8584) with West Coast Code Consultants, Inc. (WC3) in November of 2016 for plan review and construction inspection services on the Sound Transit. Lynnwood Link Light Rail Extension project (LLE Project). This contract has been amended six times to date. Council last authorized amendments at the March 25, 2019 meeting to extend the agreement through the end of 2022 and to increase the total not to exceed amount to \$942,000. Now a Seventh Amendment to this Contract with WC3 is proposed (Attachment A).

That last contract amount increase was based on estimates made in early 2019. The actual costs for plans reviews and combination building inspections significantly exceeded these estimates. Contributing factors include higher than estimated volumes of deferred and revision submittals and comment cycles, as well as much higher than expected time for inspections, inspection report management, and resolving inspection related issues. A rate increase is also proposed to adjust for inflation since they were last changed in 2018.

An increase in this contract amount by \$626,298.90 is necessary to continue review and inspection services to the LLE Project through the end of 2022. The remaining balance, as of mid-October 2021, under this contract is expected to be expended by the end of October 2021. The new total not to exceed amount proposed is \$1,558,298.90.

**RESOURCE/FINANCIAL IMPACT:**

This contract amendment does not impact the budget at this time. Sufficient budget authority is available in the 2021-2022 Light Rail Stations Budget currently, but staff will reevaluate and submit a budget amendment request separately if needed next year.

Funding for these consultant services through the end of project construction is provided through the existing Expedited Permitting, Reimbursement, and Construction

Services agreement with Sound Transit (#8629). Staff is currently evaluating whether an amendment to the total amount under this reimbursement agreement is needed.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute Amendment No. 7 to Contract #8584 with West Coast Code Consultants, Inc. for Regulatory Plan Review and Inspection Services for Light Rail Facilities in the amount of \$626,298.90 for a total contract amount of \$1,558,298.90.

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

## **INTRODUCTION**

Final Design and permit review for Sound Transit's Lynnwood Link Extension project (the LLE 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 (Contract #8584). WC3 continues to provide plans review and construction inspection services to the City on the LLE Project under this contract.

## **BACKGROUND**

Council last authorized two amendments to the WC3 contract for plans review and inspections of the Lynnwood Link Extension Project in Shoreline via the Council consent calendar on March 25, 2019. The staff report from that meeting includes the original contract and Amendments 1-5 as attachments and can be found online at: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport032519-7d.pdf>.

Amendment 6 (Attachment B) was executed December 17, 2020, as also authorized at that March 25, 2019, Council meeting.

## **DISCUSSION**

The LLE Project design is mostly complete, with dry utility design still being finalized. Only a handful of remaining ancillary permits still need to be submitted and the City continues to receive deferred submittals and construction related revisions. Review and permitting requiring plans review services from WC-3 is anticipated to wrap up sometime next year.

The LLE Project construction passed the 50% complete mark earlier this summer. A substantial amount of building construction and related inspections remain. More of the upcoming work requires direct inspection by City inspectors, but less special inspection report management as construction activities wrap up involving compaction, rebar, welding, concrete, and masonry work, which require special inspection. The majority of the building construction, requiring City inspections, is expected to be completed by the end of 2022, with substantial completion set for mid-July 2023, after the electrical and communications systems for the trails are installed. Final corrections and meeting permit conditions prior to start of public revenue generating service will still need to be completed by July 2024.

That last contract amount increase was based on estimates made in early 2019 using rates last updated in 2018. The actual time and costs for plans reviews and combination building inspections significantly exceeded these estimates. A number of factors contributed to this difference between estimates and actuals, including:

- higher than estimated numbers of reviews of deferred submittals, construction related revisions, and iterative comment cycles;
- much higher than expected time for inspections, special inspection report management, and resolving inspection related issues;
- overtime for night or weekend inspections where schedule or WSDOT limitations required work to be completed or continue outside normal business hours; and
- a rate increase requested due to inflation.

City staff, Sound Transit, and WC-3 are working to address those factors within our sphere of influence to reduce the amount of time and resources spent on plans review and inspection going forward.

An increase in this contract amount by \$626,298.90 is necessary to continue review and inspection services to the LLE Project. The remaining balance, as of mid-October 2021, under this contract is expected to be expended by the end of October 2021. This proposed increase is estimated as sufficient to cover these services through the end of 2022, with approximately one month of funds as contingency. The new total not to exceed amount proposed is \$1,558,298.90.

The Light Rail project construction schedule is reviewed and amended by their contractors monthly. Currently, building construction activities are projected to wrap up by mid to late 2023. At this time, the City does not know what work will remain to be completed or corrected in 2023 so the current amendment does not yet extend the contract or increase the budget for work anticipated in 2023. If WC-3 services are needed after December 2022, an additional amendment to this contract will be requested.

### **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 3 – “Work collaboratively with Sound Transit on the Lynnwood Link Extension Project, including coordination of project construction, inspection and ongoing permitting”

### **RESOURCE/FINANCIAL IMPACT**

This contract amendment does not impact the budget at this time. Sufficient budget authority is available in the 2021-2022 Light Rail Stations Budget currently, but staff will reevaluate and submit a budget amendment request separately if needed next year.

Funding for these consultant services through the end of project construction is provided through the existing Expedited Permitting, Reimbursement, and Construction Services agreement with Sound Transit (#8629). Staff is currently evaluating whether an amendment to the total amount under this reimbursement agreement is needed.

## **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute Amendment No. 7 to Contract #8584 with West Coast Code Consultants, Inc. for Regulatory Plan Review and Inspection Services for Light Rail Facilities in the amount of \$626,298.90 for a total contract amount of \$1,558,298.90.

## **ATTACHMENTS**

Attachment A – Proposed Amendment No. 7 to WC3 Services Agreement  
Attachment B – Amendment No. 6 to WC3 Services Agreement



**SEVENTH 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 17, 2020.

Whereas the parties desire to amend said agreement once again in order to reflect a change of circumstances, to wit: (a) to increase the contract compensation amount to \$1,558,298.90 and (b) to amend the compensation rates in Exhibit A, as amended.

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: Regulatory Construction Inspection Services.

The City and WC-3 have amended this agreement on six (6) occasions with amendments dated July 28, 2017, December 12, 2017, March 29, 2018, February 15, 2019, March 28, 2020, and December 17, 2020.

The parties hereby amend the original agreement as amended.

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

Section 2(A) Compensation. Exhibit A, as amended, is further amended as provided in Exhibit A-5, attached.

Section 2(A) Compensation. Total compensation amount is increased by \$626,298.90, for a new not to exceed maximum of \$1,558,298.90.

**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 \_\_\_\_\_, 2021.

**CITY OF SHORELINE**

**CONSULTANT**

\_\_\_\_\_  
Name: Debbie Tarry  
Title: City Manager

\_\_\_\_\_  
Name: Martha J. Gillis  
Title: NW Regional Manager



## **EXHIBIT A-5** **COMPENSATION & RATES**

*The original contract Exhibit A Compensation and Rates section as Amended by Exhibit A-1 and A-4 Compensation and Rates sections, with the following additions or changes.*

### **Building Inspection:**

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

The following inspection services are provided using an hourly rate of \$125 per hour. For IBC Building, IEBC Building, NFPA130 Building, Demolition, Plumbing, Mechanical, and Energy. Portal to portal charges apply with a minimum charge of 1 hour.

### **WC-3 Structural Observation:**

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

The following review services are provided using an hourly inspection rate of \$160 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:**

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

<b>Staff</b>	<b>Staff Responsibilities</b>	<b>Rate</b>
Senior Project Manager	Responsible for overall management of the project and contractual issues.	\$ <u>160</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>160</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>160</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>90</u> per hour

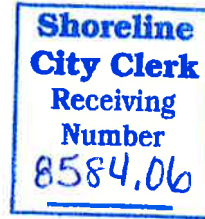


**Plan Review Hourly Review Rates:**

4) *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 \$160 per hour with a minimum charge of 1 hour.



Receiving #8584.06

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

Whereas an agreement was entered into by and between the City of Shoreline, Washington, and West Coast Code Consultants, Inc. (WC-3) on November 1, 2016; and said agreement was last amended on March 28, 2019.

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; (b) to increase compensation; and (c) to modify nondiscrimination language for the Lynnwood Link Light Rail Extension Project.

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: Regulatory Construction Inspection Services.

The City and WC-3 have amended this agreement on five (5) occasions with amendments dated July 28, 2017, December 12, 2017, March 29, 2018, February 15, 2019, and March 28, 2019.

The parties hereby amend the original agreement as amended.

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

Section 2(A) Compensation. Compensation shall be increased by \$265,000, for a new not to exceed maximum of \$932,000. Services shall be paid at the rates set forth on Exhibit A, as amended.

Section 3(A) Term. The term of this Agreement shall be amended to expire at midnight on the 31st day of December 2022.

Section 13. Nondiscrimination is deleted in its entirety and replaced with the following:

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 (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, 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

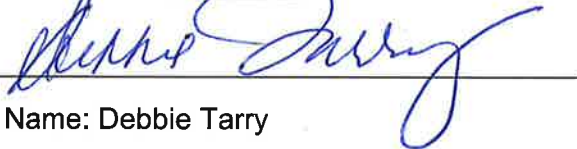
receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability. As a recipient of federal funding, the City is required to include those Title VI nondiscrimination assurances set forth in Exhibit C to this Agreement. Exhibit C is incorporated into this Agreement by reference and made a part hereof as if set out in full herein. For the purpose of this section, Title VI refers to the Civil Rights Act of 1965, 42 USC 2000d et seq., as amended.

Attachments: Exhibit C (Title VI / Nondiscrimination Assurances) is hereby added to the attachments for this Agreement.

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 17<sup>th</sup> day of December, 2020

CITY OF SHORELINE



Name: Debbie Tarry

Title: City Manager

West Coast Code Consultants



Name: Martha J. Gillis

Title: NW Regional Manager

## EXHIBIT C

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Title of Modal Operating Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Title of Modal Operating Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Title of Modal Operating Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Title of Modal Operating Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Title of Modal Operating Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).