



City of Tukwila  
***Planning and Community  
 Development Committee***

- ◆ **Kathy Hougardy, Chair**
- ◆ **Verna Seal**
- ◆ **Thomas McLeod**

<u>Distribution:</u>	
K. Hougardy	Mayor Ekberg
V. Seal	D. Cline
T. McLeod	R. Bianchi
K. Kruller	C. O'Flaherty
	A. Youn
	L. Humphrey

# AGENDA

**MONDAY, MARCH 15, 2021 – 5:30 PM**

HAZELNUT CONFERENCE ROOM  
 (At east entrance of City Hall)

**THIS MEETING WILL NOT BE CONDUCTED AT CITY FACILITIES  
 BASED ON THE GOVERNOR'S PROCLAMATION 20-28.**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS  
 MEETING IS: 1-253-292-9750, Access Code 292841299#**

**Click here to: [Join Microsoft Teams meeting](#)**  
*For Technical Support during the meeting call: 1-206-431-2179.*

Item	Recommended Action	Page
<b>1. BUSINESS AGENDA</b>		
a. Department of Community Development contracts for plan review services: (1) Reid Middleton (2) BHC Consultants <i>Jerry Hight, Building Official</i>	a. Forward to 3/22 C.O.W. and 4/5 Consent Agenda.	<b>Pg.1</b>
b. Port of Seattle grant application (local match \$5,340). <i>Brandon Miles, Business Relations Manager</i>	b. Committee consideration/ decision.	<b>Pg.21</b>
c. Follow-up on King County's Health through Housing Program presentation. <i>Rachel Bianchi, Deputy City Administrator</i>	c. Discussion only.	<b>Pg.23</b>
<b>2. MISCELLANEOUS</b>		

**Next Scheduled Meeting:** *April 5, 2021*



The City of Tukwila strives to accommodate individuals with disabilities.  
 Please contact the City Clerk's Office at **206-433-1800** ([TukwilaCityClerk@TukwilaWA.gov](mailto:TukwilaCityClerk@TukwilaWA.gov)) for assistance.





## **INFORMATIONAL MEMORANDUM**

**TO: Planning & Community Development Committee**

**FROM: Jack Pace, Director of the Department of Community Development**

**BY: Jerry E Hight, Building Official**

**DATE: March 15, 2021**

**SUBJECT: Contract with Reid Middleton Inc. for structural plan review services**

### **ISSUE**

Should council approve a contract to continue current structural plan review services with Reid Middleton Inc. with a not to exceed amount of \$150,000.00 through the 2021/2022 budget. A new contract is needed because the current contract with Reid Middleton Inc. expires on 12/31/2020.

### **BACKGROUND**

Due to the increase in ongoing permit activity and larger projects such as Iron Mountain [Paper shredding system], CenterPoint Properties [414, 528 sq ft concrete tilt-up warehouse], Greenwood Heating [15,012 sq ft 2-story office building] and Boeing, it will be necessary to continue to have an outside structural review service.

### **DISCUSSION**

The current Building Division staff does not have the expertise to review structural engineering calculations or plans. The Building Division has previously contracted our structural plan reviews successfully with Reid Middleton Inc.

### **FINANCIAL IMPACT**

\$150,000.00 for professional service until the end of the 2021/2022 budget. As permits for construction increases so does the amount of fees collected and paid for outside structural plan review.

The 2021/2022 budget will reflect the consultant's structural review cost increase as well as the increase in structural plan review permit revenue.

### **RECOMMENDATION**

Staff recommends the contract for Reid Middleton Inc. structural plan review services be placed on the April 5, 2021 Regular Council, Consent Agenda for approval.

### **ATTACHMENTS**

Contract for Reid Middleton Inc. structural plan review services.





## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

### CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and **Reid Middleton Inc.**, hereinafter referred to as "the Contractor," whose principal office is located at 728 134th Street SW, Suite 200 Everett, WA 98204.

**WHEREAS**, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

**WHEREAS**, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$150,000.00.
- Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2021, and ending December 31, 2022, unless sooner terminated under the provisions hereinafter specified.
- Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent caused, in whole or in part, by the intentionally wrongful, reckless, or negligent acts, errors, or omissions in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating  
CA Revised May 2020

of not less than A: VII.

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**8. Record Keeping and Reporting.**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. **Entire Agreement: Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila  
6200 Southcenter Blvd.  
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. **Applicable Law: Venue: Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF TUKWILA

CONTRACTOR

\_\_\_\_\_

Allan Ekberg, Mayor

By:  \_\_\_\_\_

Printed Name and Title: Corbin M. Hammer, Principal

ATTEST/AUTHENTICATED:

Address: Reid Middleton, Inc.  
728 134th Street SW, Suite 200  
Everett, WA 98204

\_\_\_\_\_

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

\_\_\_\_\_

Office of the City Attorney



**EXHIBIT “A”**  
**CITY OF TUKWILA 2021-2022**  
**Scope and Schedule of Services**

The objective of this Agreement is to provide structural code compliance plan review by **Reid Middleton** (Consultant) for proposed new and remodeled buildings within the City of Tukwila (the City) as specifically requested in writing by the Building Official or his designee. The consultant shall perform services and provide necessary equipment, materials and professionally trained, licensed, and experienced personnel to accomplish the plan review.

On behalf of the Department of Community Development, Building Division, the consultant will perform structural plan review to establish compliance with the structural provisions of the International Building Code as amended by the State and as adopted by the City of Tukwila.

During the plan review process, the Consultant may contact the permit applicant directly to request submission of additional information to the city. The Consultant will keep a written record of this communication in the project file.

Upon completion of each plan review, the Consultant will furnish a summary plan review letter directly to the Building Official and a copy to the permit applicant outlining discrepancies in the plans, reports, and/or calculations (as applicable).

The Consultant will perform follow-up plan reviews as required to confirm that plans have been corrected adequately to address comments in the original plan review. In these instances, the Consultant will furnish additional letters directly to the Building Official and a copy to the permit applicant summarizing the results of the review. When the Consultant is satisfied that the proposed structural work is in compliance with the structural provisions of the Building Code, the Consultant will issue a final letter stating that there are no further comments.

The plan review services for each permit applicant will be treated as an individual project. The Consultant will track associated labor and material costs according to each project and invoice the City accordingly. The Consultant will invoice the City prior to the 10th of each month.

The city may need other structural engineering services throughout the term of the on-call agreement. For these instances, the Consultant will perform structural engineering services as mutually agreed to by both parties. The scope of work, fee, and schedule for the additional structural engineering services will be defined and negotiated at the time the additional work is requested.

The City, in entering into this agreement, does not guarantee that any services will be requested not guarantee any specific dollar amount of work during the term of this Agreement.

The City shall respond to the consultant's telephone or E-mail inquiries concerning interpretation of City Standards within three (3) working days.

The Consultant shall complete the specified work generally within (15) calendar days of written notification by the City. (Large and/or complex projects may take longer to review, but re concurrence by City of time extension.)

The Consultant shall perform work described in this Agreement in accordance with the latest edition and amendments to the Washington State Building Code as adopted and amended by the City of Tukwila.

The city shall administer issuance of building permits and certificates of occupancy. The Consultant will assume no responsibility for proper on-site construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with approved plans, contract documents, and permit conditions.

Corrections or comments made during the review process do not relieve the project proponent or designer from compliance with requirements of codes, conditions of approval, or permit requirements. Nor is the designer relieved of responsibility for a complete design in accordance with the laws of the State of Washington.

**Reid Middleton, Inc.**  
**Exhibit "B" Schedule of Charges**  
**Effective January 1, 2021 through December 31, 2022**

Compensation shall be based on time and expenses directly attributable to the project and shall follow the schedule below unless another method of compensation has been expressed in the written agreement.

<b>I. Personnel</b>	<b>Hourly Rate</b>
Principal .....	\$ 225.00 - \$ 260.00
Principal Engineer/Principal Planner/Principal Surveyor .....	\$ 205.00 - \$ 250.00
Senior Engineer/Senior Planner/Senior Surveyor .....	\$ 180.00 - \$ 205.00
Project Engineer/Project Designer/Project Surveyor/Project Planner .....	\$ 140.00 - \$ 180.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II .....	\$ 115.00 - \$ 140.00
Designer I/Planner/CAD Technician II .....	\$ 105.00 - \$ 125.00
Project Administrator .....	\$ 100.00 - \$ 120.00
CAD Technician I/Survey Technician/Technician/Technical Writer I .....	\$ 95.00 - \$ 115.00
 Survey Crew (1 Person/RTK/Robotic/Scanning) .....	 \$ 140.00
Survey Crew (2 Person/RTK/Robotic/Scanning) .....	\$ 190.00
Survey Crew (3 Person/ RTK/Robotic/Scanning).....	\$ 240.00

Emergency Structural Engineering..... 1.2 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

<b>II. Equipment</b>	<b>Rate</b>
Design Software/Computer Aided Drafting .....	\$ 12.00/hour

<b>III. Reimbursable Expenses</b>	
Local Mileage - Automobile .....	\$ 0.575/mile
Local Mileage - Survey Truck .....	\$ 0.65/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

**IV. Client Advances**

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.





## **INFORMATIONAL MEMORANDUM**

**TO: Planning & Community Development Committee**

**FROM: Jack Pace, Director of the Department of Community Development**

**BY: Jerry E Hight, Building Official**

**DATE: March 15, 2021**

**SUBJECT: BHC Consultants Inc. plan review and inspections services**

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### **ISSUE**

Should council approve a contract to continue current structural plan review services with BHC Consultants Inc. with a not to exceed amount of \$150,000.00 through the 2021/2022 budget. A new contract is needed because the current contract with Reid Middleton Inc. expires on 12/31/2020.

### **BACKGROUND**

Due to the increase in ongoing permit activity and larger projects such as Iron Mountain [Paper shredding system], CenterPoint Properties [414, 528 sq ft concrete tilt-up warehouse], Greenwood Heating [15,012 sq ft 2-story office building] and Boeing, it will be necessary to continue to have an outside structural review service.

### **DISCUSSION**

Due to the current vacancies within the Building Division, staff is unable to dedicate the time required to review and inspect certain large projects. The Building Division has previously contracted our structural plan reviews successfully with BHC Consultants Inc.

### **FINANCIAL IMPACT**

\$150,000.00 for professional service until the end of the 2021/2022 budget. As permits for construction increases so does the amount of fees collected and paid for outside plan review and inspections services.

The 2021/2022 budget will reflect the consultant's structural review cost increase as well as the increase in permit revenue.

### **RECOMMENDATION**

Staff recommends the contract for BHC Consultants Inc. plan review and inspections services be placed on the April 5, 2021 Regular Council, Consent Agenda for approval.

### **ATTACHMENTS**

Contract for BHC Consultants Inc. plan review and inspections services.





## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

### CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and **BHC Consultants**, hereinafter referred to as "the Contractor," whose principal office is located at **1601 Fifth Avenue Suite 500 Seattle, WA 98101**

**WHEREAS**, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

**WHEREAS**, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$150,000.00**.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **January 1, 2021**, and ending **December 31, 2022**, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. **Entire Agreement: Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila  
6200 Southcenter Blvd.  
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF TUKWILA

CONTRACTOR

James R  
Gross, PE

Digitally signed by James R Gross, PE  
DN: cn=James R Gross, PE, o=BHC  
Consultants, LLC, ou,  
email=jim.gross@bhccconsultants.co  
m, c=US  
Date: 2021.03.02 08:58:32 -08'00'

By: \_\_\_\_\_

\_\_\_\_\_  
Allan Ekberg, Mayor

Printed Name and Title: James Gross  
Executive Vice President

Address: 1601 5th Ave, Suite 500

Seattle, WA 98101

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

## EXHIBIT A

### SCOPE OF WORK

#### **1. PLAN REVIEW**

- A. BHC Consultants will review plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the State of Washington and City of Tukwila, except that BHC will confer with the Building Official and his/her agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).
- B. The services to be performed by BHC will not begin until receiving authorization from the City that identifies the specific tasks to be performed.
- C. BHC will not perform plan mark ups, make any complex structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant's design professional. All notes and details must be on the approved permit set of plans.
- D. If corrections or additions are required, BHC will write a review letter addressed to the City and/or applicant. The City will then send BHC's review letter, along with any additional City requirements, to the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions/additions to the City per the submittal requirements for the permit type under review.
- F. Upon completion of the plan review, BHC will indicate that the drawings have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. BHC's name, and date of compliance will be affixed to each sheet up to two sets of drawings or as otherwise requested by the City. The plan reviewer's signature will also be affixed to the cover sheet.
- G. Complete reviews will include structural, nonstructural, accessibility, energy, and ventilation requirements. Partial reviews will be indicated as either structural or nonstructural or as mutually agreed upon.

#### **2. PROCESS**

- A. The City reserves the right to determine the process and method of Work by the Consultant. At its sole option, the City will determine if it wishes to contract with the Consultant on a time and materials basis or a percentage basis.
- B. The City will determine which plans are to be reviewed by BHC.
- C. The City will intake, track and process the permit applications and all revisions per current building and permit administration procedures.
- D. BHC will be responsible for the expedited transportation of permit review documents to the City. The City will be responsible for the expedited transportation of permit review documents to BHC.

- E. BHC will complete the initial review and will have either approved the application and notified the City of approval or contacted the applicant and/or the City with corrections within the time frames listed below:

**Typical Review Times:**

<b>Project Type</b>	<b>Initial Review</b>	<b>Re-Review</b>
Single-Family	10 days (2 weeks)	5 days (1 week)
Multi-Family	15 days (3 weeks)	10 days (2 weeks)
Commercial	20 days (4 weeks)	15 days (3 weeks)

Turn-around time for large, complex and non-typical types of permit applications is to be negotiated and agreed upon in writing by both parties.

- F. BHC will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not complete, contact the applicant and/or the City with additional revision requests within the time frames specified above.
- G. The typical review times as noted above may be negotiated based on the number and/or complexity of projects the City wishes to send to BHC at one time or within a short window of time. BHC shall request revisions to estimated target date after consultation with the City.

**4. BUILDING INSPECTIONS**

- A. Consultant will provide a certified building inspector to perform the following services; and
- B. Upon authorization by the City, inspector will perform building inspection work for the City.
- C. At the request by the City, the inspector shall be asked to perform one or more of the following inspection tasks:
  1. non-structural fire and life safety inspections
  2. structural inspections
  3. energy code inspections
  4. barrier free inspections
  5. mechanical and plumbing inspections
  6. electrical inspections
- D. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and energy code (WAC 51-11), and the applicable City Building Codes, except that inspector will confer with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
- E. Inspections will be done in accordance with codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit. The City shall guarantee a minimum of four (4) hours inspection work each day inspection services are provided.

**EXHIBIT B – COMPENSATION**

**1. LUMP SUM.** The City shall pay BHC a lump-sum fee for performing an initial review and one recheck for each project. The fee shall be based on a percentage of the plan review fee as tabulated below or as mutually agreed upon between the City and BHC. The plan review fee shall be based on the fees charged by resolution for the City.

<b><u>Commercial and Multi-Family Projects</u></b>	<b><i>Percentage of Plan Review Fee</i></b>	
	<b>Valuation &lt; \$2,000,000</b>	<b>Valuation \$2,000,000 To \$5,000,000</b>
Complete Plan Review	75%	70%
Partial Plan Review (structural only or nonstructural only)	60%	50%
	<b>Valuation \$5,000,001 to \$10,000,000</b>	<b>Valuation \$10,000,001 and up</b>
Complete Plan Review	60%	50%
Partial Plan Review (structural only or nonstructural only)	40%	35%

**Single Family Projects**

Complete Plan Review	75% of Plan Review Fee
Partial Plan Review (structural only or nonstructural only)	50% of Plan Review Fee

- 1.1 All other review services and reviews in excess of two (the initial review plus one re-check) shall be paid on a time-and-expense basis using an hourly rate identified in Schedule B.
- 1.2 Each billing statement will include the permit number, BHC task review number and owner or project name of the plans reviewed with the fee.
- 1.3 Billing statements will be issued for reviews that receive a complete initial review in the preceding month or other acceptable time period. All remaining fees for any project previously billed will be invoiced for total balance due after final review has been completed and plans returned to the City. Fees for large projects maybe invoiced over a several month period when agreeable to both the City and BHC.
- 1.4 On-call and other services will be provided as desired by the City and agreed upon by BHC on a time-and-expense basis using an hourly rate identified in Exhibit B.

## 2. HOURLY LABOR RATES SCHEDULES

<u>Classification</u>	<u>Hourly Rates</u>
Building Inspector (Combination)	\$87
Electrical Inspector	\$92
Plan Checker I (hourly charges)	\$150
Plan Reviewer II - Structural	\$200
Civil/site plan review (P.E.)	\$150
Principal Consultant (Building Official)	\$150
Administration assistance/Clerical	\$75

Overtime Services: 150% of Above Rates Shown  
(No overtime will be charged without prior written authorization by the City.)

These rates are effective throughout the term of this contract.

On-call and other services will be provided as desired by the City and agreed upon by BHC in writing by both parties on a time-and-expense basis using an hourly rate identified in Schedule B.

### REIMBURSABLE EXPENSES

Travel will be reimbursed for time and mileage at the current IRS mileage reimbursement rate.

For all "on call" inspection and added services, mileage may be billed portal to portal at current IRS rate.

No further reimbursable expenses are included in this contract.



## **INFORMATIONAL MEMORANDUM**

**TO: Planning and Community Development**

**FROM: Brandon Miles, Business Relations Manager**

**CC: Mayor Ekberg**

**DATE: March 8, 2021**

**SUBJECT: 2021 Port of Seattle Economic Development Grant**

### **ISSUE**

Staff requests committee approval to submit an application for an economic development grant from the Port of Seattle.

### **BACKGROUND**

The Port of Seattle is accepting applications for its 2021 Economic Development Partnership Program. Applications are due by March 31, 2021. Funds are awarded based on each city's population, with Tukwila being eligible to receive \$21,360. The Port requires that each city receiving funds provides a match of 50 percent of the total value of the Port funds. The match can include both cash and in-kind contributions, provided at least half of the match is cash. Funds must be expended no later than October 31, 2021.

Port of Seattle funds must be used on projects to benefit small and emerging businesses, create jobs, foster business growth, promote consumer confidence, or support the Port of Seattle business interests. Per the Port, uses may include:

- Small business relief and assistance (including incubator/accelerator projects, technical assistance, and support for impacted businesses).
- Industry or key sector business retention and expansion assistance.
- Projects that boost local tourism and consumer confidence such as buy local campaigns.
- Workforce development initiatives that address local unemployment or underemployment issues.
- Other projects that can tangibly address pandemic related economic issues.

The Port has stated that the following projects would be ineligible for grant funds:

- Business recruitment initiatives designed to attract new companies or investment to a region or city.
- Economic development planning.
- Placemaking projects, neighborhood activation projects, and events.
- Direct cash grants or loans made to businesses or organizations.
- Capital projects including projects to construct either new facilities or make significant, long-term improvements to existing facilities.
- Underwriting general or capital expenses associated with an event or program already in progress.
- Any project that would violate federal, state, or local laws.
- Any project that would fall outside of the authorized activities that Ports can fund or engage in.

**DISCUSSION**

Staff would like to use the Port grant for digital development for small, primarily minority owned businesses in the City and to enhance the City's Experience Tukwila digital opportunities.

The pandemic showed the importance for businesses to have a digital presence. When staff tried to promote several businesses during the pandemic, via the Experience Tukwila digital assets, we found several businesses did not have websites or social media accounts for the City to promote and link to. In addition, many businesses did not have quality photographs and/or videos we could use for Experience Tukwila.

Using the Port Grant and lodging tax funds staff is considering a program that would provide the following outcomes:

1. Modeled after the City of Seattle program,<sup>1</sup> the City of Tukwila will partner with a non-profit to provide training for Tukwila youth on creating a digital presence for Tukwila small businesses (with an emphasis on minority and women owned). The youth would create a website and other digital assets for participating businesses. Once these businesses have websites the City can link to them via the Experience Tukwila website and Experience Tukwila social media accounts.
2. Obtaining better quality videos and photography for small, consumer facing businesses in the City. These digital assets could be used via the Experience Tukwila digital mediums to promote the City and the businesses.
3. Helping Tukwila small businesses improve their Google and Yelp pages, specifically providing education about the importance of "owning" their pages so customers can better locate the businesses and interact with the businesses.
4. Expanding and promoting more minority owned, consumer facing businesses on Experience Tukwila.

**FINANCIAL IMPACT**

Per the grant requirements, the City is required to provide a cash match of \$5,340. The source of this match will come from the lodging tax program and/or the Economic Development 2021 budget.

**RECOMMENDATION**

Discussion only. Staff is looking for committee approval to submit an application for the Port of Seattle grant funds.

**ATTACHMENTS**

None.

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<sup>1</sup>[kuow.org/stories/black-owned-restaurants-get-tech-assist-from-seattle-teens](https://kuow.org/stories/black-owned-restaurants-get-tech-assist-from-seattle-teens)  
[https://tukwilawa.sharepoint.com/sites/mayorsoffice/cc/Council Agenda Items/Mayor's Office/PCD, March 15/Port Grant.doc](https://tukwilawa.sharepoint.com/sites/mayorsoffice/cc/Council%20Agenda%20Items/Mayor's%20Office/PCD,%20March%2015/Port%20Grant.doc)





## **INFORMATIONAL MEMORANDUM**

TO: Planning and Community Development Committee

CC: Mayor Ekberg

FROM: Rachel Bianchi, Deputy City Administrator

DATE: March 8, 2021

SUBJECT: Follow-up on King County's Health Through Housing Presentation

### **ISSUE**

On Monday, February 22, 2021 staff from King County presented to the Council an overview of the Health Through Housing Program. King County is seeking to purchase existing hotel/motel buildings within cities on a voluntary basis to provide rapid rehousing for chronically homeless individuals.

### **DISCUSSION**

King County has indicated – and legislation currently moving forward in Olympia mandates – that implementation of this program within cities must be done on a voluntary basis. Before Tukwila determines whether it will be a “willing city,” staff recognizes that the Council and community have many questions that must be answered. Staff recommends that the Committee develop a preliminary set of questions at the March 15, 2021 Planning and Community Development Committee meeting. A draft list is attached to this memo, which was culled from questions asked at the February 22, 2021 meeting, as well as from public social media posts on the topic and public comment received to date. Staff will return to the Committee on April 5, 2021 with available answers.

In addition, staff recommends that IF the Council is willing to move forward as a “willing city,” that the City remove the Tukwila International Boulevard (TIB) neighborhood and the Central Business District (CBD) from consideration. For various and different reasons, these two areas of the City are not good candidates for this program. The TIB neighborhood continues to be an emerging one, and ongoing planning and zoning deliberations will be coming before the Council later this year. These issues should be resolved to better understand the future of this critical neighborhood in Tukwila. As to the CBD, because this is a critical economic engine for the City and state, and is an employment, retail and entertainment district, it is not a good fit for this program. As Tukwila moves forward with investigating whether to participate in this program, there may be other criteria the Council wants to develop before moving forward with the program.

### **RECOMMENDATION**

Staff is seeking Committee feedback and addition to the preliminary questions on the Health Through Housing Program as it relates to Tukwila. In addition, staff is seeking Committee guidance on whether it concurs with the recommendation to remove the two areas specified above from consideration. This discussion should not be construed as designating Tukwila a “willing city,” but is to provide a framework and basic guidance for initiating discussions with the County on a potential role for Tukwila in this program.

### **ATTACHMENTS**

Preliminary list of questions on the Health Through Housing Program.



Preliminary Questions on Health through Housing Program		
1.	What is the goal?	3/1 PCD
2.	What will be the measures of success?	3/1 PCD
3.	Where could such a facility be located in Tukwila?	3/1 PCD
4.	Should Tukwila residents be prioritized?	3/1 PCD
5.	How will safety be ensured for residents both in and near the facility?	3/1 PCD
6.	What wraparound services will be available on site?	3/1 PCD
7.	Who qualifies for this housing?	3/1 PCD
8.	How long does the King County Health Through Housing Program last?	Community Member Post
9.	Is this long-term housing or temporary shelter housing?	Community Member Post
10.	How is it funded? Are bonds involved?	Community Member Post
11.	How many chronically homeless individuals will be served?	Community Member Post
12.	Are families eligible?	Community Member Post
13.	What are the maximum income limits to qualify?	Community Member Post
14.	How many cities might be involved?	Community Member Post
15.	How many facilities are there likely to be in this effort?	Community Member Post
16.	Do those who participate need have some form of disability? If so, what forms?	Community Member Post
17.	Will drug use in the individual units occur?	Community Member Post
18.	Will the facility have on-site 24/7 staff?	Community Member Post
19.	Does this program budget an amount of money to be spent (on an annual basis) in support services to each unit? If so, how much?	Community Member Post
20.	Do participating cities have local referral rights?	Community Member Post
21.	What zoning designation would such a use fall under?	3/8 Public Comment
22.	Would it be considered a shelter or multifamily housing?	3/8 Public Comment
23.	Would it be subject to the City's rental housing inspection program?	3/8 Public Comment
24.	Where in the City are there such zones currently?	3/8 Public Comment
25.	Would the City consider changing zoning solely for such a facility, and if so, how would that not constitute illegal spot zoning?	3/8 Public Comment
26.	Have the challenges other communities faced after employing the program been adequately explored?	3/8 Public Comment

27.	What kind of services will be offered on site?	3/8 Public Comment
28.	Who will provide these services?	3/8 Public Comment
29.	Who will be served?	3/8 Public Comment
30.	Will the population genders be mixed?	3/8 Public Comment
31.	Will children be sheltered with people with substance abuse and behavioral problems?	3/8 Public Comment
32.	Will there be barriers to becoming a resident?	3/8 Public Comment
33.	Will there be drug tests and background checks to screen for criminal behavior, including sex offenses? Will drug use be allowed on the premises?	3/8 Public Comment
34.	What safeguards will protect others, especially if families are allowed in?	3/8 Public Comment
35.	Will there be security personnel and counselors on site at all times?	3/8 Public Comment
36.	Will sections of a building be off limits for the safety of others?	3/8 Public Comment
37.	What exit strategy does the City have if the facility is not good for the community?	3/8 Public Comment
38.	Once a facility is acquired by the County, will the City have the ability to alter how it is operated or ask the County to stop operating and sell the property?	3/8 Public Comment
39.	If the County acquires a property in the City of Tukwila, the site will supposedly no longer be subject to paying property taxes. What impact will losing from the tax rolls a commercial property that probably generates a tax revenue for the City have on City finances?	3/8 Public Comment