

Services Contract



THIS CONTRACT # 5732378 ("Contract") is entered into by **KING COUNTY**, Washington,, (the "County"), and Cedar River Group (the "Contractor"), whose address is 93 Pike Street, Suite 315, Seattle, WA 98101. The County is undertaking certain activities related to, Facilitator/Mediator for Eastside Rail Corridor Regional Advisory Council and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - Scope of Work Exhibit A
 - Price Attachment..... Exhibit B
 - Consultant Disclosure Form (if applicable)..... Exhibit C
 - Certificate(s) of Insurance and Policy Endorsement..... Exhibit D
 - Other Exhibits and attachments (if applicable)
3. Request for Proposal (as modified by any addenda)
 - King County Request for Proposal 1264-14-RLD..... Exhibit E
4. Contractor's Proposal
 - Cedar River Group Proposal Exhibit F
5. Other Exhibits
 - W-9, Equal Benefits Compliance Worksheet and Declaration..... Exhibit G

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on December 31, 2016, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed \$160,000, payable as set forth in Exhibit B

COMPANY NAME

John A. Howell

Authorized Signature

John A. Howell, Partner

Name and Title (Print or Type)

Date Accepted: 12/10/14

KING COUNTY

Authorized Signature

Name and Title (Print or Type)

Date Accepted: _____

Approved as to form only:

King County Council Legal Counsel
[Signature] 12/11/14

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

- ACCEPTANCE OR ACCEPTED - A written determination by the County that the Contractor has completed the Work in accordance with the Contract.
- CONTRACT AMENDMENT - A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.
- CONTRACTOR - The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.
 - DAY - Calendar day.
 - KCC - The King County Code.
- PERSON - Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.
- PROJECT MANAGER - The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.
 - RCW - The Revised Code of Washington.
- SCOPE OF WORK (SOW) - An exhibit to the Contract consisting of a written description of the Work to be performed.
- SUBCONTRACTOR - The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.
- WORK - Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work OPTIONAL

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S MLK-ES-0320, 401 – Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.5 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.6 Shipping Charges OPTIONAL

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.7 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.8 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.9 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.10 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Project Manager – Rebecha Cusack	John Howell Cedar River Group
Director of Strategic Policy Initiatives	Partner
516 3 rd Avenue, Room 1200	93 Pike Street, Suite 315
Seattle, WA 98104	Seattle, WA 98101
206-477-0878	206-223-7660
rebecha.cusack@kingcounty.gov	john@cedarrivergroup.com
206-296-0198	206-223-7665

2.11 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart

C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and

Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations. King County will accept professional liability coverage in an amount of not less than \$1 million per claim and aggregate in lieu general liability coverage for advertising and personal injury excluded under Cedar River Group's general liability insurance policy.
2. Professional Liability, Errors and Omissions: \$1,000,000 Per Claim and in the Aggregate
3. Automobile Liability: \$N/A combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$1,000,000

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

- a. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- b. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor
- c. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
- d. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.**

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing

records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 NONDISCRIMINATION

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or

applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the

requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

- H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

SECTION 8 CLAIMS AND APPEALS / DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.

4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2.

*******Use 10.5 when contractor may encounter health information*******

10.5 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with “The Health Insurance Portability and Accountability Act of 1996” (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

10.6 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.s

10.7 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.8 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

End Of Terms And Conditions

SCOPE OF WORK**Background**

The Eastside Rail Corridor (ERC) is the name currently used to describe a 42-mile former rail line from Renton to Snohomish and from Woodinville to Redmond. In 2003, the BNSF Railway Company announced its intention to divest itself of this rail corridor. Between 2003 and 2009, while King County and the Port of Seattle negotiated with BNSF, the County, the Port, and other jurisdictions worked together on a **multiuse principle** for the ERC, agreeing that it would best serve the region by including a combination of trail, high-capacity transit, rail and utility uses. In late 2009, a group of regional partners, including King County and the Port of Seattle, signed a Memorandum of Understanding that envisioned a regional approach to preserve the corridor for multiple uses.

Shortly thereafter, the Port of Seattle acquired BNSF's interests in the corridor between Renton and Snohomish. The northern section of the corridor (between Woodinville and Snohomish) remains in active freight use. The southern portions of the corridor (between Woodinville and Renton, and from Woodinville to Redmond) were railbanked.¹ King County became the Interim Trail Sponsor of the railbanked portion and also purchased a multipurpose easement from the Port in the railbanked area.

The Port then sold its property interests in the southern portion of the corridor:

- The City of Redmond purchased the Port's interest in the areas within the city boundaries;
- Puget Sound Energy purchased a utility easement along the entire corridor except within the Redmond-owned portion;
- Sound Transit purchased all of the Port's remaining interest in roughly 1.1 miles of the corridor in Bellevue (called the "Sound Transit Mile," the planned location of its East Link Hospital Station), as well as high capacity transit easements on the remainder of the railbanked area;
- The City of Kirkland purchased all of the Port's remaining interest in a segment of the corridor located largely within its boundaries; and
- King County purchased all of the Port's remaining interest in the remaining 15.6 miles of the railbanked area, as well as a 3.6-mile trail easement north of the railbanked area, between Woodinville and the Brightwater sewage treatment plan.

In addition, the County continues to own its multipurpose easement in the areas of the ERC acquired by Kirkland and Sound Transit, comprising approximately 6.6 miles.² In total King County owns property interests in approximately 25.8 miles of the ERC.

The five entities that acquired the Port's interests in the railbanked portion of the ERC (King County, Sound Transit, the City of Redmond, the City of Kirkland, and Puget Sound Energy) have been planning collaboratively around a shared, multi-use vision for the corridor through a Regional Advisory Council (RAC).

The RAC was created by King County Council Motion 13801 on December 10, 2012. It is made up of three County Council members and the County Executive's designee, and one representative each from Redmond, Kirkland, Puget Sound Energy and Sound Transit. Its goal is to develop a framework

¹ Under the Federal National Trails Act, also known as the Rails to Trails Act, 16 U.S.C. §1247(d).

² In 2013, King County relinquished its multipurpose easement over the Redmond Spur within the City of Redmond, and the City of Redmond became the Interim Trail Sponsor for that portion of the Redmond Spur.

for a collaborative, regional planning process for the corridor that would focus on ways to ensure the implementation of a shared multi-use vision of recreational trail, public transit, and utility use.

During 2013, RAC members agreed on a long-term vision for the ERC as “A Corridor for the Ages.” They noted that:

Development of the corridor will enhance the mobility of our region by creating a critical north-south transportation corridor that will allow for multimodal connections, including high-capacity transit (e.g., heavy rail, light rail, or other forms of fixed guideway transportation) and nonmotorized trail use. The corridor will help us integrate the pieces of our larger transportation networks. The corridor will enable key utility improvements to help meet the demands of a growing population. The corridor will expand the recreation network, creating equitable access for all residents, and benefiting generations of Puget Sound residents.

RAC members also developed a detailed set of recommendations in eight issue areas:

1. Develop a shared regional policy framework
2. Develop a federal agenda
3. Develop a state agenda
4. Develop a long-term regional approach for planning together
5. Develop the Corridor's regional legacy
6. Begin identification of shared corridor guidelines
7. Provide initial guidance on constraints and opportunities
8. Enlist community support

The RAC's vision and its detailed recommendations were compiled into a report that addressed the charge outlined in Motion 13801. That report, called “*Creating Connections: Recommendations on the Eastside Rail Corridor from the Regional Advisory Council*,” was unanimously approved by the RAC at its meeting on October 29, 2013.

Following the release of the 2013 RAC report, RAC members have continued to meet, with the goal of implementing the recommendations articulated in the report. The facilitator/mediator would assist with this ongoing work.

Responsibilities of Facilitator/Mediator

The facilitator/mediator will be responsible for the following list of tasks; this task list may be updated in the future:

Maintain and assist with the implementation of a work plan that outlines the scope of work, tasks, schedule, milestones and responsibilities for the RAC's recommendations.

- Work with the Principals' Staff Team PST to prepare an updated work plan based on the 2013 RAC report that lists each recommendation and the tasks for the RAC to accomplish.
- Develop a list of milestones and key deliverables for the RAC and PST.
- Assist the County's internal staff team and the PST with outlining and scheduling specific work

tasks and in making assignments for work to be accomplished.

- Assist County staff and the PST in tracking progress on the work plan.

Assist with the coordination of RAC meetings (which are anticipated to be held quarterly).

- Facilitate RAC meetings.
- Develop and submit draft agendas for consideration by the County staff team, PST, and RAC co-chairs.
- Following each RAC meeting, prepare a meeting summary of the key discussions, areas of consensus, areas requiring follow up, and direction for staff and distribute to the County staff and then to the PST for comment.
- Edit meeting summary if needed then re-distribute the finalized summary of the meeting.
- Communicate as needed with RAC members and associates between meetings to maintain their engagement and move the group toward objectives.
- Participate in County staff internal team meetings as requested
- Participate in PST meetings as requested by County staff.

Assist with outreach to RAC associates, affiliates, stakeholders, and potential government and private sector funders.

- Coordinate written and verbal communication between RAC members and RAC associates, affiliates, and potential funders³ as requested by the County staff team.
- Develop plans to engage RAC associates, affiliates, and potential funders in RAC meetings through presentations or discussions, as appropriate based on the RAC's work plan, and based on consultations with the PST and RAC co-chairs.
- Assist with coordinating presentations to the RAC on timely issues from RAC associates, affiliates, and/or stakeholders as appropriate including tours of the Corridor.
- Assist with the organization of outreach to and educational events for potential state, federal, and private funders, including staff and elected officials from the State Legislature, the Governor's Office, Congress, the US Department of Transportation, the Washington State Department of Transportation, and private businesses.
- Assist with the development of a unified Federal and State legislative agenda for the RAC, including assisting with development of talking points and collateral materials for RAC members.

Assist with the development and implementation of ERC brand

- Assisting with development, marketing, materials, messaging and implementation of the ERC brand.

Assist with the development and launch of a funders' collaborative for the ERC.

- Assist with the development of modeling permanent funding structure.
- Assist with the identification and recruitment of potential private funders.

³ RAC associates and affiliates are entities that do not have a property interest in the ERC but are nevertheless interested in the ERC (such as neighboring jurisdictions) and that have committed to the RAC's vision and have been invited to participate in some aspects of the RAC's work.

- Assist with the development of messaging and materials to share with potential funders' collaborative members.

Assist with research as needed.

- Assist County staff with research related to the RAC, the funders' collaborative, and/or best practices related to the planning and development of multi-use corridors.
- Assist the PST and RAC with research as requested on issues related to RAC meetings.

Scope of Work Amendments

- Pursuant to RFP# 1264-14-RLD Section II, Part 1, B.1, the Parties agree that following the RAC's approval of its 2015/16 work program, this Scope of Work may be modified, with any changes memorialized in an amendment in accordance with Section 2.7 of this Services Contract. The facilitator/mediator agrees any future, mutually agreed to, modification/changes to this scope of work will not entitle it to any increase in the contract amount.

Exhibit B. Price Attachment

Payments under this Agreement shall be paid in accordance with the estimated hours below. Cedar River Group shall not exceed the hours or dollar amounts stated below without prior approval of the Project Manager. In no event shall this contract exceed \$160,000.

<u>Task</u>	<u>Howell</u>	<u>Byers</u>	<u>Peterson</u>	<u>Flink</u>	<u>PRR*</u>
Task 1: Maintain and assist with implementation of a work plan					*
a) Provide status report on RAC 2014 work plan	6	3	8		
b) Prepare a draft and final two-year work plan	10		24	16	
c) Provide quarterly updates for the RAC and PST	24		6	4	
d) Create a template for PST members to provide work plan updates	4				
Task 2: Assist with the coordination of RAC meetings		12	16	20	*
a) Prepare draft and final agendas	24	12	24		*
b) Prepare for and facilitate RAC meetings	48				
c) Prepare draft and final summary notes for each RAC meeting	16				
d) Attend PST or county staff meetings,	72				

<u>Task</u>	<u>Howell</u>	<u>Byers</u>	<u>Peterson</u>	<u>Flink</u>	<u>PRR*</u>
when asked, and summarize follow-up actions					

EXHIBIT B

Task 3: Assist with outreach to RAC associates, affiliates, stakeholders, and potential government and private sector funders	8	10	6	10	
	40	6	6	20	
	See 2a	See 4d			
a) Create an outreach tracking matrix	36				
b) Communication with stakeholders, including written responses or talking points	20				
	6				
c) Incorporate stakeholder engagement in RAC agendas					
d) Corridor tour itineraries and participate in tours					
e) Collateral materials for meetings with potential funders and/or elected officials					
f) Written summary of agreements on federal and state legislative agendas					
Task 4: Assist with the development and launch of a funders' collaborative for the ERC	8	30	15	20	
	8	25			
a) Prepare options and recommendations for funding collaborative structure	4	20			
	10	20			
b) Prepare recruitment strategy					
c) Draft and test messages to potential funders					
d) Prepare collateral materials for recruiting potential funders					
Task 5: Assist with the development and implementation of an ERC brand	10				*
a) Create brand platform					
Task 6: Assist with research, as needed	10	10	40		
a) Agree upon scopes for any research requested	20				
b) Conduct research and prepare a summary for review by the RAC and staff					
Total Hours	384	148	145	90	
Hourly Rate (fully-burdened)	\$210.00	\$210.00	\$125.00	\$85.00	
Total Labor	\$80,640	\$31,080	\$18,125	\$7,650	\$10,498

EXHIBIT B

<u>Task</u>	<u>Howell</u>	<u>Byers</u>	<u>Peterson</u>	<u>Flink</u>	<u>PRR*</u>
Experienced private fundraising development specialist					\$10,000
Direct Expenses: Mileage (current IRS standard mileage rate), parking, B/W Copies (\$0.05/copy), Color Copies (\$0.35/copy)					\$2,000
Total Budget					\$159,993

*PRR's total budget, with breakdown as follows:

<u>Task</u>	<u>Strausz-Clark</u>	<u>Rosen</u>	<u>Blomker</u>	<u>Steeble</u>
Task 1: Maintain and assist with implementation of a work plan a) Prepare a draft and final two-year work plan		1		
Task 2: Assist with the coordination of RAC meetings a) Prepare for and facilitate RAC meetings b) Attend PST or county staff meetings, when asked, and summarize follow-up actions		4 4		
Task 4: Assist with the development and implementation of an ERC brand e) Discovery meeting with RAC f) Creative Brief g) Brand platform h) Brand name/brand logo (not included in scope)	2 1 2	3 4 4	6	4
Total Hours	5	20	6	4
Hourly Rate (fully burdened)	\$278.38	\$397.07	\$72.52	\$182.47
Total Labor	\$1,391.90	\$7,941.40	\$435.12	\$729.88
Total Budget – PRR portion only				\$10,498.30

King County Consultant Disclosure



Department of Executive Services
Board of Ethics
CNK-ES-0131
401 Fifth Avenue, Suite 131
Seattle, WA 98104-1818
206-296-1586 Fax 206-205-0725
TTY Relay: 711
board.ethics@kingcounty.gov

Please Read Carefully

No payment will be made to the Consultant until this form has been filed with the Contract and with the King County Board of Ethics

For Board of Ethics use only

Date Received _____
Audit Date _____
Date Closed _____

Pursuant to King County Code (K.C.C.) 3.04.120, each consultant entering into a contract to provide professional or technical services to the county costing in excess of the amount specified in K.C.C. 4.16.095 shall complete and file this disclosure form with the King County Board of Ethics and the County Executive. Use additional pages, if necessary. Submit two completed forms: file one with the Board of Ethics, Mail Stop CNK-ES-0131, 401 Fifth Avenue, Suite 131, Seattle, WA 98104, and the other with the contract with the Finance and Business Operations Division, Procurement and Contract Services Section, Mail Stop CNK-ES-0340, 401 Fifth Avenue, Suite 340, Seattle, WA 98104.

Unless otherwise required on this form, the information disclosed shall cover the period of 24 months before and including the date of filing of this sworn statement. If the information reported on this form should change, the consultant is required to submit an amended form.

For purposes of this disclosure form, "consultant" means a person (e.g., individual, partnership, association, corporation, firm, institution or other entity as defined in K.C.C. 3.04.017) who by experience, training and education has established a reputation or ability to provide professional or technical services, as defined in K.C.C. 4.16.010, on a discrete, nonrecurring basis over a limited and pre-established term as an independent contractor to the County.

**Please type or print all information, except required signature.
All incomplete forms will be returned.**

Today's Date: December 8, 2014

Contract Number: 5732378 Amount of Contract: \$160,000.00

Consultant's Name: Cedar River Group, LLC

Address: 93 Pike Street, Suite 315 Phone: 206 - 223 - 7660

Seattle WA 98101
City State ZIP Code

Effective Date of Contract: (Upon Chair's signature) Expiration Date of Contract: 12/31/16

Type of Services Contracted: Facilitation/Mediation for Eastside Rail Corridor Regional Advisory Council

Contracting County Dept.: King County Council Division: _____

County Contact Person: REBECHA CUSACK

Contact Work Phone: 206-477-0878 Mail Stop: KCC-CC-1200

-
1. List the name of any former county employee who is or will be working for the consultant on this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box:

Name of Former Employee: _____

Former County Department: _____

Date Terminated / Ended: _____

2. List the name of any former county employee who has a financial or beneficial interest in this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box:

Name of Former Employee: _____

Former County Department: _____

Date Terminated / Ended: _____

3. List any office or directorship in the consultant held by any county employee or member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box:

Office / Directorship: _____

Name: _____

Relationship to Employee: _____

4. Indicate any financial interest in the consultant held or received by any county employee or any member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box:

Name: _____

Relationship to Employee: _____

Percentage of stock or other form of interest in the consultant, if more than 5% (indicate percentage of stock or other interest, amount / value and describe):

Receipt of compensation, gift or thing of value from the consultant (indicate amount / value and describe):

5. List all contracts between the consultant and the county in the five years immediately preceding the presently contemplated contract. Attach a separate sheet if necessary.

If none, check this box:

Contract No.	Type of Service Provided	Amount Paid to Consultant	Duration (From - To)	County Department and Division
	(see attached sheet)			

6. List any position or positions on any county board or commission, whether salaried or unsalaried, held by any officer or director of the consultant in the five years immediately preceding the presently contemplated contract.

If none, check this box.

Officer / Director Name: _____

Position: _____

Name of County Board or Commission: _____

7. Is there any other information known to the consultant about any interest or relationship between any county employee, including any member of his or her immediate family and the consultant other than that disclosed above? If so, please explain.

If none, check this box.

Declaration

I, John A. Howell, declare under penalty of perjury
(Print name)
 under the laws of the State of Washington that the foregoing is true, complete and correct.

John A. Howell Partner
(Signature) (Title)

Signed this 8th day of December, 2014
(Month) (Year)

at Seattle, WA
(City) (State)

Alternate Formats Available
206-296-1586 TTY Relay: 711

Attachment to 5732378 King County Consultant Disclosure Form
December 8, 2014

5. Summary of contracts between Cedar River Group and King County in the past five years

Contract No.	Type of Services Provided	Amount Paid to Consultant	Duration (From-To)	County Department and Division
T03114T (CRG No. 9022)	Grant writing	\$41,647.96	09/09-11/09	Public Health/Community Health Services Division
T03237T (CRG No. 9028)	Facilitation	\$137,529.75	04/10-06/11	Dept of Transportation/Transit Division
T03266T (CRG No. 9038)	Grant writing contractor pool	n/a	n/a	Public Health
5423097 (CRG No. 1204, 1301, 1308)	Report writing	\$54,202.85	04/12-08/13	Dept of Community & Human Services/Community Services Division
5409902 (CRG No. 1206)	Event planning contractor pool	n/a	n/a	Dept of Executive Services/Finance and Business Operations Division
5521380 (CRG No. 1221)	Facilitation	\$152,627.35	12/12 – ongoing	Dept of Executive Services/Finance and Business Operations Division
5657007 (CRG No. 1406)	Report writing	\$12,067.75	03/14-06/14	Dept of Community & Human Services/Community Services Division
ODIR3639 (CRG No. 1421)	ACH Analysis and Facilitation	\$24,000.00	8/28/14 – ongoing	Public Health/ODIR

Internal County Use Only
Insurance Requirements Form



King County

Department of Executive Services
Office of Risk Management
MS: ADM-ES-0320
FAX: (206) 296-0949

* Requesting Department must complete.
* Date: 11/5/14
* Mail Stop: KCC-CC-1200
* To: Rebecha Cusack
* Fax: 206- 296-0198
* Phone: 206-477-0878
From: Risk Mgmt. Sue Pratt 263-2249, Liz Aklyoshi 263-2242, Winnie Sargent 263-2252
FAX: (206) 296-0949
Re: Insurance Requirement For: * RFPI/Q#: 1264-14-RLD
* Contract#: 1264-14-RLD
* Title of RFP/Q or Project: Facilitator/Mediator for Eastside Rail Corridor Regional Advisory Council
* Estimated Ad Date: 11/18/14
* Estimate: \$ 160K - 3 years

(Attach Scope of Work Information as Appropriate)

Based on the work scope description for the above project, the following levels of insurance are required for adequate coverage.

GENERAL LIABILITY: \$1,000,000 Per Occurrence/ \$ 2,000,000 Aggregate [X]
Other \$ Per Occ./Agg. Including Per Project Aggregate Yes []
Products and Completed Operations Yes [] Contractual Liability Yes []
Personal Injury/Advertiser's Liability Yes [] (Certificate needs to identify Contract #)
Stop-Gap; Employers Liability (1,000,000) Yes [X] Explosion, Collapse, Underground Damage Yes []
Sexual Harassment/Sexual Abuse Coverage Yes [] (Certificate needs to confirm XCU coverage)
Per Occ./Agg. \$

PROFESSIONAL LIABILITY, ERRORS & OMISSIONS:

\$1,000,000 Per Claim/ Aggregate []

Other Per Claim/Agg. \$

FOR CONSTRUCTION CONTRACTS THIS IS REQUIRED IF PROFESSIONAL STAMP REQUIRED

AUTO LIABILITY: \$1,000,000 [] Statutory Minimum [] Other \$
MCS-90 Endorsement Yes [] For transport of Hazardous substances
CA 9948 Endorsement Yes []
Auto Pollution Yes [] For Transport of Pollutants

WORKERS COMPENSATION: STATUTORY [X] Unless entity is a sole proprietor
US Longshore & Harbor Workers Coverage Yes []
Protection and Indemnity (Incl. Crew) (Jones Act) Yes [] Limit:
Other: Incl. Addl. Ins. And Waiver of Subrogation on P&I Yes []
Other:

CRIME: Fidelity, Theft, Disappearance, & Destruction Liability Yes [] Limit:
Employee Dishonesty

BUILDERS ALL RISK INSURANCE: Yes []
100% of contract value: \$
Installation floater: (100%) \$ Installed Values

CONTRACTOR'S POLLUTION LIABILITY: \$1,000,000 Per Occ./Agg. [] Other \$
Asbestos/lead/ PCB Abatement Liability Yes \$1,000,000 []; Language must be on Certificate

MARINE POLLUTION LIABILITY (OPA, CERCLA): Yes [] Other \$
Hull & Machinery: Yes for full replacement value. []

OTHER: Railroad Protective Yes [] Limit \$
OTHER:
OTHER:

SIGNATURE: Sue Pratt (Risk Management) DATE: 11-12-14



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SR

DATE (MM/DD/YYYY)

12/10/2014

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

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

PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Cheryl Stroh		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CEDAR-1		FAX (A/C, No):	
INSURED Cedar River Group, LLC 93 Pike Street Suite 315 Seattle, WA 98101		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Ins Co		NAIC # 25895	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPI/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			SP1556094 NON ADMITTED CARRIER	04/27/2014	04/27/2015	Liability	1,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 CLAIMS MADE

CERTIFICATE HOLDER**CANCELLATION**

King County Council
 516 3rd Avenue Room 1200
 Seattle, WA 98104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

**COMMERCIAL GENERAL LIABILITY
CG 76 35 02 07**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

King County Council
516 3rd Ave Rm 1200
Seattle, WA 98104

**ADDITIONAL INSURED — BY WRITTEN
CONTRACT, AGREEMENT OR PERMIT, OR
SCHEDULE**

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
 - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - b. The person or organization added as an insured by this endorsement is an Insured only to the extent you are held liable due to:
 - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that Insured, whether the work is performed by you or for you;
 - (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

Includes Copyrighted Material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services, 2001

- (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
- (4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.
- c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (2) Supervisory, inspection or engineering services.
- d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion J. of Coverage A, Section I is replaced by the following:

J. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED – MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B – BAIL BONDS – TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

EXTENDED DEFINITION OF BODILY INJURY

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

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

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

REQUEST FOR PROPOSALS



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: NOVEMBER 18, 2014

Request for Proposal Title: Facilitator/Mediator for Eastside Rail Corridor Regional Advisory Council

Requesting Dept./Div. King County Council

RFP Number: 1264-14-RLD

Due Date: December 2, 2014, no later than- 2:00 p.m.

Buyer: Roy L. Dodman roy.dodman@kingcounty.gov, 206-263-9293

Alternate Buyer: Victoria Nakamichi vicki.nakamichi@kingcounty.gov, 206-263-9299

There will be no pre-proposal conference for this RFP

Sealed proposals are hereby solicited and will only be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City/State /Postal Code

Signature

Authorized Representative/Title (Print name and title)

Email

Phone

Fax

Prime Submitter SCS Certification number (if applicable – see Section II, Part 6 of this RFP)

Sub-Consultant SCS Certification number (if applicable)

Office Use Only: NUM 5 copies CD-ROM 1+1 FED No TERM/YT Y/3 - 1

Upon request, this Request for Proposals will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3rd Floor, Seattle, Washington, 98104 no later than 2:00 p.m. on the date noted above regarding a *Facilitator/Mediator for the Eastside Rail Corridor Regional Advisory Council* for the *King County Council*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Proposal: King County requires the proposer to sign and return *this entire Request for Proposal (RFP) document*. The proposer shall provide *one (1) unbound original* and *five (5) copies* of the proposal response, data or attachments offered, for *six (6) items* total. The original in both cases shall be *noted or stamped "Original"*. In addition, provide *two (2) CD-ROM or flash drives*, with either *one (1) pdf version* of the proposal, *one (1) Microsoft Word version* of the proposal, or both.

Questions: Proposers will be required to submit any questions in writing prior to the close of business day, Monday, November 24, 2014 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary – Roy L. Dodman, Supervisor roy.dodman@kingcounty.gov / Secondary - Victoria Nakamichi, Senior Buyer vicki.nakamichi@kingcounty.gov*

SECTION I - GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Submitters prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of proposal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.

- G. King County is not liable for any cost incurred by the Submitter prior to issuing the contract.
- H. A contract may be negotiated with the proposer whose proposal would be most advantageous to King County in the opinion of the King County Council, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Submitter who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Submitter; negotiations may be instituted with the second choice and subsequent Submitter until the project is canceled or an acceptable contract is executed.
- J. As applicable, King County bids and RFPs shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.

Should another public agency utilize this RFP and resulting contract, it may be subject to an Administrative Fee (Fee). The Fee (Fee) of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance to contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.
- K. The contents of the proposal of the selected Submitter shall become contractual obligations if a contract ensues. Failure of the Submitter to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 2.93.40 prohibits the acceptance of any proposal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Submitters about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman, Supervisor
(206) 263-9293
roy.dodman@kingcounty.gov

and

Victoria Nakamichi, Senior Buyer
(206) 263-9299
vicki.nakamichi@kingcounty.gov

NOTE: Documents and other information are available in alternate formats for individuals with disabilities upon advance request by calling the Procurement Receptionist at 206-263-9400 or TTY711.

P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-263-9400.

Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) years from the start date of the contract. The term of the contract may be extended for one (1) additional one -year period for a total contract duration of two (2) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis may be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the King County Council and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Submittals as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/operations/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After proposals have been opened in public, the County will post a listing of the businesses submitting proposals, and any final award determination made.

Full information on vendor registration is available at the website.

If you are viewing a paper version of this RFP, you may download this document at <http://www.kingcounty.gov/operations/procurement>. Navigate to the "Solicitation" web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1264-14 to access documents specifically for this solicitation and follow the resulting link to navigate to the "Solicitation Details" web page.

- S. Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after proposal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- T. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- U. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Submitter considers any portion of his/her proposal to be protected under the law, the Submitter shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Submitter shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will review the material in an attempt to determine whether it may be eligible for exemption from disclosure under the law. If the material is not exempt from public disclosure law, or if the County is unable to make a determination of such an exemption, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- V. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.

- W. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential Submitter prior to the receipt of proposals shall not be reviewed by the County.
- X. Bid Identification Label: Please see the Bid Identification Label on the last page of Section II.

SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK

PART 1 – INTRODUCTION

A. Project Overview

The purpose of this RFP is to obtain a qualified facilitator/mediator to guide the Eastside Rail Corridor (ERC) Regional Advisory Council (RAC)¹ as it continues to implement the recommendations contained in its October 2013 report, *Creating Connections: Recommendations on the Eastside Rail Corridor From the Regional Advisory Council*.² The facilitator/mediator, in conjunction with the County's internal staff team and the Principals' Staff Team (PST),³ will be charged with:

1. Maintaining, updating and assisting with the development and implementation of a work plan that outlines the scope of work, tasks, schedule, milestones and responsibilities for the RAC's recommendations.
2. Assisting with the preparations for, and coordination of RAC meetings (which are anticipated to be held quarterly), including agenda development, internal coordination with the County's internal staff team and County RAC members, scheduling, meeting logistics and materials, meeting facilitation, and drafting meeting summary notes.
3. Assisting with outreach to RAC members, associates, advisors, stakeholders, and potential government- and private-sector funders.
4. Assisting with the development and launch of a funders' collaborative for the ERC.
5. Brand development, marketing and messaging for implementation of the ERC brand.
6. Assisting with research tasks related to the RAC, the funders' collaborative, and/or best practices related to the planning and development of multi-use corridors.

A full description of the Scope of Work is included in this RFP as Attachment A.

B. Contract Value & Period of Performance.

The initial period of performance for this two-phased contract is twenty-five (25) months. The contract value for the initial period of performance will not exceed \$160,000 for time, materials, facilities and other direct expenses.

1. The County and Consultant will finalize the detailed Scope of Work to accomplish the six task areas listed above in Section A, and more fully developed in Attachment A. The finalized Scope of Work will include a timeline and budget estimates for each major task area. The County does not guarantee that the consultant will receive a specific volume of work or, a specific total contract amount. The County may determine not to award a contract at all.
2. At any time during the term of the Contract, the Scope of Work and all projects contained therein may be subject to change by the County if there is a change in funding levels, work program, or project priorities.

¹ The Regional Advisory Council [RAC] is comprised of representatives of each of the entities that own a substantial interest in the railbanked portion of the Eastside Rail Corridor: King County, the cities of Redmond and Kirkland, Sound Transit, and Puget Sound Energy.

² This report can be found at <http://www.kingcounty.gov/operations/erc-advisory-council/reports.aspx>

³ The Principals' Staff Team (PST) is comprised of representatives of each of the members of the Regional Advisory Council.

C. Organizational Conflicts of Interest

An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a consultant is unable, or potentially unable, to render impartial assistance or advice to the County; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage. The County will evaluate the submitted proposals to determine if there is an organizational conflict of interest. No proposer may enter into a contract should a conflict of interest be determined.

PART 2 – SUBMITTAL FORMAT

A. Format Requirements.

The Proposal shall comply with the following format requirements:

1. The original and copies of the Proposal shall be indexed with tabs for each section.
2. Proposals should be concise, legible, and provide all the information requested. A font size of no less than 12 point should be used in the body of the proposal.
3. Proposal shall be prepared on 8 1/2" by 11" paper. Page orientation may be either portrait or landscape.
4. Proposal shall be limited to a maximum of ten (10) pages. Proposers are advised that pages in excess of this page limit will be removed from the Proposal and not reviewed or considered during the selection process.
 - a. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, graphics, and/or diagrams.
 - b. Tabbed dividers used to subdivide and organize the Proposal that have words only on the tab ends will not be counted in the page count. Tabbed dividers that have words, charts, tables, pictures, graphics, and/or diagrams anywhere else shall be considered a page and included in the page count.
 - c. The **only** documentation *not* included in the page count is: 1) Front and back cover of the proposal; 2) letter of interest cover page, 3) proof of insurance form, 4) resumes and 5) sample documents required in Part 4, Criterion B - Communication and Quality Control, and 5) cost sheet(s) required in Part 4, Criterion E - Cost.
5. Resumes for proposed personnel shall not exceed a maximum of one (1) page per resume. Resumes that exceed the page limit will be removed, in total, from the Proposal and shall not be reviewed or considered during the selection process.

B. The Proposal shall consist of the following parts:

1. Letter of Interest

The Letter of Interest shall contain the following information:

- a. a one page cover letter that includes:
 - i. RFP Title and Number;
 - ii. Proposer's name, mailing address, contact person, email address, telephone and fax

numbers; and

iii. SCS status;

2. Proof of Insurance

3. Response to Evaluation Criteria

Address the evaluation criteria and provide all information identified in Part 4 – Proposal Requirements and Evaluation Points.

PART 3 - EVALUATION PROCESS

A. All Proposals will be evaluated in accordance with the criteria established herein.

1. A total of 100 points has been assigned to the written proposal evaluation criteria; maximum points follow each criterion listed in Part 4 below.

2. Evaluators will use the points to score each proposal.

B. Interviews may be held at the sole discretion of King County for up to the four highest scoring proposals. If they are held:

1. Interviews will have a maximum of 60 points.

2. The County may choose to use different criteria for the interview, which will be provided to the selected proposers prior to the interviews.

3. The interview process may not include a Proposer's presentation and the Proposer will not be given questions to prepare for in advance of the interview.

4. Failure to participate in the interview process shall result in the Proposer's disqualification from further consideration.

C. Each evaluator will put the scores for the initial proposal evaluation in rank order, with the highest scored proposer first, the second-highest scored proposer second, etc. Interviews, if conducted, will be similarly scored. Proposal scores, or combined proposal and interview scores, if interviews are conducted, will be used to determine the final ranking.

PART 4 – PROPOSAL REQUIREMENTS AND EVALUATION POINTS

The following elements shall be part of the submitted proposal.

A. Approach to Work – **25 Points**

1. Statement of Purpose

Submit a two paragraph description of the proposer's philosophy on how best to facilitate and mediate a process to achieve consensus and to ensure ongoing progress toward a RAC work program.

2. Proposed Approach to Work

Provide a narrative describing the proposer's approach to accomplish the Scope of Work (Attachment A) using no more than three (3) pages.

The response should address the following at a minimum:

a. Define the major deliverables the Proposer expects it would be producing for each of the

tasks set forth in the Scope of Work.

- b. Identify any significant challenges that could arise from the work.
- c. Describe and explain your approach to structuring the work on a task-by-task basis, including resources and information you would need from the County and the types of tools, resources, and/or methodologies you would use.
- d. Describe your approach to addressing political and technical conflicts.

3. Evaluation

The County will evaluate the following elements of the Proposer's response to the statement of purpose.

- a. Ability to clearly state a philosophy for consensus building that is compatible with that of the County.
- b. Ability to clearly communicate an approach to successfully accomplish the scope of work within the time allotted.
- c. Ability to determine an appropriate task, and milestones that match County timelines.
- d. Ability to identify potential conflicts and disruptions to the mediation process and develop work-around solutions to keep the process on track.
- e. Ability to assist in the development and implementation of a funders collaborative.

B. Communication and Quality Control – 25 points

- 1. Communication Skills. The county will evaluate the Proposer's demonstrated ability to communicate effectively in a variety of settings such as presentations to a variety of audiences, and in the preparation of visual medium, written reports and documentation.

- a. Sample Documents

Provide five (5) pages of sample documents that demonstrate the proposer's ability to provide documentation and effective written communication for a variety of audiences. Sample documents should relate to projects that are similar in scope and complexity to this project. The County will remove any pages that exceed the page limit. These five pages; however, will not be counted as part of the 10 page Proposal limit.

- b. Narrative

In addition to the sample documents, please provide a brief (no more than one page) description of other ways that the Proposer effectively communicates, such as verbal and visual. This page will not be counted as part of the 10 page Proposal limit.

- c. Evaluation

The County will evaluate the following elements of the Proposer's communication and quality control.

- i. Demonstrated ability to communicate through written and visual mediums (as well as verbal, if interviews are conducted).
- ii. Demonstrated ability to produce quality documents that are easy to read and well written.

- iii. Demonstrated ability to follow direction and provide all information requested in an easy to read format.

C. Specialized Experience, Technical Competence, & Past Performance – **25 Points**

1. Past Experience

King County believes that Proposers who have worked on similar projects in the past will have a valuable perspective to bring to the process. The Proposer should describe how their individual record of performance would benefit the project, particularly experience with some similar elements. This description should not exceed two (2) pages.

a. Similar in Scope & Complexity Elements

King County believes that projects that have the following elements are similar in scope and complexity to this project:

- i. Multi-party processes involving state agencies, county and city governments, private businesses, and public-private advisory councils or committees;
- ii. Processes in which diverse interests divided participants or made communication between participants difficult;
- iii. Processes that were informed by outreach to interested stakeholders, including community members, advocacy organizations, local jurisdictions, and state and federal agencies;
- iv. Processes that required direct communications with elected officials;
- v. Processes that involved managing complex and detailed work plans and schedules; and
- vi. Processes that involved public/private partnerships, specifically those for which state, federal, and/or private partnerships were successfully established and for which state, federal, and/or private funding was successfully obtained.

b. Fund related expertise

Processes that involved public/private partnerships, specifically those for which state, federal, and/or private partnerships were successfully established and for which state, federal, and/or private funding was successfully obtained.

c. Project Examples

Submit a maximum of four (4) project examples, 2 of which meet the Similar Scope and Complexity elements and 2 of which demonstrate fund-related experience. The proposer should include and is responsible for ensuring that the contact information provided with project examples is correct. Each project example should not exceed a page.

Please include:

- i. Name and location of the project;
- ii. Characteristics of the work;
- iii. Scope, budget, and complexity elements in the project example that are similar to some or all of the components of this project, as defined above;
- iv. Name of each person proposed for this contract that played a significant role on the project example, including their project responsibilities and functions; and
- v. Contact information of individuals familiar with and that can verify the characteristics of

the submitted project example.

2. Specialized Personnel

Personnel should demonstrate strong consensus building skills, with an emphasis on interest-based negotiations. Skills should include: adaptability, neutrality, diplomacy, courage, tact; strong organizational skills; ability to complete a project fully on budget and on schedule; coordination scoping and scheduling skills; ability to communicate with a variety of people in a myriad of different ways; ability to ensure that high quality timely work-product deliverables are completed.

3. Resumes

- a. Provide a maximum of four (4) resumes each not longer than a page. These resumes will not be counted as part of the Proposal 10 page limit . Do not provide resumes for clerical or administrative staff.
- b. The County expects all personnel proposed to be available to provide services for this contract, except as agreed in writing. The County will regard resumes of proposed personnel as benchmarks, and will expect that all other personnel added to this contract by the selected Proposer have an experience base and level of expertise at least equivalent to those for whom resumes have been provided in the proposal.
- c. Resumes shall be placed in one section, in alphabetical order by the last name.
- d. Proposer is responsible for ensuring that the contract information is correct.
- e. Resumes shall, at a minimum, include the following information:
 - i. Name of Person & Title;
 - ii. Proposed position on the project;
 - iii. Firm name & number of years employed by Firm;
 - iv. Employment history for the last five years at a minimum [provide the name(s) of other previous employer(s), dates of employment, and job responsibilities];
 - v. Education and Experience;
 - vi. Professional registrations and licenses (type/state/year); and
 - vii. Brief descriptions of projects that demonstrate the employee's pertinent technical competence and experience.

4. Evaluation

The County will evaluate the following elements of the Proposer's past experience and specialized personnel:

- a. Demonstrated ability to achieve consensus through interest-based negotiations or some other similar tactic;
- b. Demonstrated ability to assist with the coordination, implementation and management of a complex work plan;
- c. Demonstrated ability to develop a branding strategy and assist with its marketing and implementation;
- d. Demonstrated ability to stay on time and within budget; and
- e. Sufficient staffing capacity and expertise to complete the project.

- f. Demonstrated ability to work with elected and appointed officials.
- g. Demonstrated ability to identify and energize stakeholders to achieve a desired purpose.

D. Cost – 15 Points

- 1. The Proposer should provide a lump-sum figure for completion of the project scope of work with a detailed worksheet comprising the elements, including the numbers of labor hours included, as well as other elements that comprise the cost. King County reserves the right to negotiate cost at the time of contract award to ensure reasonableness of rates. This cost shall not be counted as part of the 10 page Proposal limit

- a. Elements of cost

Based on the Scope of Work, provide all of the following information for each firm included on your team:

- i. Labor rates for proposed personnel;
- ii. Overhead rate(s)
- iii. Other associated project costs, noting that the County will produce and cover related cost of materials distributed to, and on behalf of the RAC.

- b. Narrative

Use an accompanying narrative for any clarification you wish to provide regarding your proposed costs.

- c. Evaluation

King County shall evaluate cost in terms of reasonableness, appropriateness of costs.

E. Additional Points – Specific Facilitation Experience with RAC members – 10 points

- 1. Describe in not more than 1 paragraph for each past experience as acting as a moderator/facilitator on projects involving one or more RAC member. The description should demonstrate how this past experience is relevant to the scope of work for this contract.

- a. Evaluation

The County may award up to 10 additional points to Proposers depending on the number and types of past experiences of the Proposer acting as a facilitator/moderator with the County and/or other RAC members (including the cities of Redmond and Kirkland, Puget Sound Energy and Sound Transit).

F. SCS Certification/Participation – 10 Points

Proposers that are certified through King County's Small Contractor & Supplier Certification (SCS) Program are eligible for a total of 10 points. SCS certification status should be noted in the Letter of Interest cover page.

G. Interview (Optional) – 60 Points

If an award is not made based on the written evaluations alone, oral interviews may be conducted with the top-ranked proposers. If conducted, interviews shall be worth 60 points. Final award would then be based on the sum total of the written evaluation and oral interview scores.

PART 5 – PROCUREMENT SCHEDULE

A Schedule and Addenda

1. Schedule.

The selection process is anticipated to proceed as outlined below:

Date	Selection Process
11/18/14	Public Announcement for RFP
12/2/14	Proposals Due at 2:00 p.m.
12/5/14	Interview (must have availability 8:00 a.m. – 12:00 p.m.)
12/8/14	Notice of Selection (Decision announced)
12/11/14	Execute Contract

2. Addenda

All changes to the RFP shall be documented via published addenda. Addenda will be published to the County's procurement website upon issuance.

B. Negotiations

1. Negotiation of a contract will be in conformance with County policies and procedures, applicable federal, state and local laws, and regulations.
2. Notice of Selection & negotiation schedule:
 - a. The County will provide a written Notice of Selection to the selected firm.
 - b. It is the expectation of the County that concomitant with the issuance of the Notice to Proceed, the parties will meet to finalize the Scope of Work in accordance with Part 1. B.
3. The Cost Sheet shall be used as the basis for payment of services in accordance with the hours and/or deliverables set forth in the finalized Scope of Work.

PART 6 - KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractor or Supplier" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is available online at www.kingcounty.gov/scscertification.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities

Program Website address: <http://www.kingcounty.gov/BDCC.aspx> or contacting the Program office at 206-263-9734.

In the evaluation of submittals, ten (10) points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all submittals that meet at least one of the two following sub-criterion:

1. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this submittal is eligible to receive the maximum points for this criterion.
2. If the Prime submitter is not an SCS but will use SCSs for at least 10% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their submittal submission:

SCS Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SCS has the management and technical expertise to perform using its own workforce and resources.

PART 7 - INSURANCE

The selected Consultant shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Auto Liability in the amount of \$1,000,000 is also required.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

NOTE: The Insurance certificate and Additional Insured Endorsement will be due to the County within 48 hours of selection, in order to facilitate the contracting process.

PART 8 - REQUIRED FORMS

Unless otherwise noted, the following completed forms will be required from the selected contractor *prior to contract award*, but need not be included in their submittal. These forms are available at the following URL: <http://www.kingcounty.gov/operations/procurement/Forms/Consultants.aspx>

Complete and submit when requested.

Exhibit B to the Contract - Consultant Disclosure Form

Exhibit C to the Contract - Equal Benefits Compliance Worksheet and Form

PART 9 - SUBMITTAL CHECKLIST

1. One (1) signed copy of entire RFP package (page 1-16 only.)
2. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
3. One (1) unbound copy of submittal response marked "Original."
4. Five (5) copies of submittal response.
5. Two (2) CD-ROM, with either one (1) pdf version of the submittal or one (1) Microsoft Word version of the submittals or both. If you have samples or attachments to your submittal, please include them on CD-ROM / flash drives also. (Please label your CD / flash drives with company's name)
6. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately



King County

King County
Procurement and Contract Services Section
Chinook Building, 3rd FL
CNK-ES-0340
401 Fifth Avenue, Seattle, WA 98104

URGENT

Bid No.: 1264-14-RLD
**Bid Title: Facilitator/Mediator for Eastside Rail Corridor
Regional Advisory Council**
Due Date:
Vendor:

URGENT

ATTACHMENT A – SCOPE OF WORK

Background

The Eastside Rail Corridor (ERC) is the name currently used to describe a 42-mile former rail line from Renton to Snohomish and from Woodinville to Redmond. In 2003, the BNSF Railway Company announced its intention to divest itself of this rail corridor. Between 2003 and 2009, while King County and the Port of Seattle negotiated with BNSF, the County, the Port, and other jurisdictions worked together on a **multiuse principle** for the ERC, agreeing that it would best serve the region by including a combination of trail, high-capacity transit, rail and utility uses. In late 2009, a group of regional partners, including King County and the Port of Seattle, signed a Memorandum of Understanding that envisioned a regional approach to preserve the corridor for multiple uses.

Shortly thereafter, the Port of Seattle acquired BNSF's interests in the corridor between Renton and Snohomish. The northern section of the corridor (between Woodinville and Snohomish) remains in active freight use. The southern portions of the corridor (between Woodinville and Renton, and from Woodinville to Redmond) were railbanked.⁴ King County became the Interim Trail Sponsor of the railbanked portion and also purchased a multipurpose easement from the Port in the railbanked area.

The Port then sold its property interests in the southern portion of the corridor:

- The City of Redmond purchased the Port's interest in the areas within the city boundaries;
- Puget Sound Energy purchased a utility easement along the entire corridor except within the Redmond-owned portion;
- Sound Transit purchased all of the Port's remaining interest in roughly 1.1 miles of the corridor in Bellevue (called the "Sound Transit Mile," the planned location of its East Link Hospital Station), as well as high capacity transit easements on the remainder of the railbanked area;
- The City of Kirkland purchased all of the Port's remaining interest in a segment of the corridor located largely within its boundaries; and
- King County purchased all of the Port's remaining interest in the remaining 15.6 miles of the railbanked area, as well as a 3.6-mile trail easement north of the railbanked area, between Woodinville and the Brightwater sewage treatment plan.

In addition, the County continues to own its multipurpose easement in the areas of the ERC acquired by Kirkland and Sound Transit, comprising approximately 6.6 miles.⁵ In total King County owns property interests in approximately 25.8 miles of the ERC.

The five entities that acquired the Port's interests in the railbanked portion of the ERC (King County, Sound Transit, the City of Redmond, the City of Kirkland, and Puget Sound Energy) have been planning collaboratively around a shared, multi-use vision for the corridor through a Regional Advisory Council (RAC).

The RAC was created by King County Council Motion 13801 on December 10, 2012. It is made up of three County Council members and the County Executive's designee, and one representative each

⁴ Under the Federal National Trails Act, also known as the Rails to Trails Act, 16 U.S.C. §1247(d).

⁵ In 2013, King County relinquished its multipurpose easement over the Redmond Spur within the City of Redmond, and the City of Redmond became the Interim Trail Sponsor for that portion of the Redmond Spur.

from Redmond, Kirkland, Puget Sound Energy and Sound Transit. Its goal is to develop a framework for a collaborative, regional planning process for the corridor that would focus on ways to ensure the implementation of a shared multi-use vision of recreational trail, public transit, and utility use.

During 2013, RAC members agreed on a long-term vision for the ERC as “A Corridor for the Ages.” They noted that:

Development of the corridor will enhance the mobility of our region by creating a critical north-south transportation corridor that will allow for multimodal connections, including high-capacity transit (e.g., heavy rail, light rail, or other forms of fixed guideway transportation) and nonmotorized trail use. The corridor will help us integrate the pieces of our larger transportation networks. The corridor will enable key utility improvements to help meet the demands of a growing population. The corridor will expand the recreation network, creating equitable access for all residents, and benefiting generations of Puget Sound residents.

RAC members also developed a detailed set of recommendations in eight issue areas:

1. Develop a shared regional policy framework
2. Develop a federal agenda
3. Develop a state agenda
4. Develop a long-term regional approach for planning together
5. Develop the Corridor’s regional legacy
6. Begin identification of shared corridor guidelines
7. Provide initial guidance on constraints and opportunities
8. Enlist community support

The RAC’s vision and its detailed recommendations were compiled into a report that addressed the charge outlined in Motion 13801. That report, called “*Creating Connections: Recommendations on the Eastside Rail Corridor from the Regional Advisory Council*,” was unanimously approved by the RAC at its meeting on October 29, 2013.

Following the release of the 2013 RAC report, RAC members have continued to meet, with the goal of implementing the recommendations articulated in the report. The facilitator/mediator would assist with this ongoing work.

Responsibilities of Facilitator/Mediator

The facilitator/mediator will be responsible for the following list of tasks; this task list may be updated in the future:

Maintain and assist with the implementation of a work plan that outlines the scope of work, tasks, schedule, milestones and responsibilities for the RAC’s recommendations.

- Work with the Principals’ Staff Team PST to prepare an updated work plan based on the 2013 RAC report that lists each recommendation and the tasks for the RAC to accomplish.
- Develop a list of milestones and key deliverables for the RAC and PST.

- Assist the County's internal staff team and the PST with outlining and scheduling specific work tasks and in making assignments for work to be accomplished.
- Assist County staff and the PST in tracking progress on the work plan.

Assist with the coordination of RAC meetings (which are anticipated to be held quarterly).

- Facilitate RAC meetings.
- Develop and submit draft agendas for consideration by the County staff team, PST, and RAC co-chairs.
- Following each RAC meeting, prepare a meeting summary of the key discussions, areas of consensus, areas requiring follow up, and direction for staff and distribute to the County staff and then to the PST for comment.
- Edit meeting summary if needed then re-distribute the finalized summary of the meeting.
- Communicate as needed with RAC members and associates between meetings to maintain their engagement and move the group toward objectives.
- Participate in County staff internal team meetings as requested
- Participate in PST meetings as requested by County staff.

Assist with outreach to RAC associates, affiliates, stakeholders, and potential government and private sector funders.

- Coordinate written and verbal communication between RAC members and RAC associates, affiliates, and potential funders⁶ as requested by the County staff team.
- Develop plans to engage RAC associates, affiliates, and potential funders in RAC meetings through presentations or discussions, as appropriate based on the RAC's work plan, and based on consultations with the PST and RAC co-chairs.
- Assist with coordinating presentations to the RAC on timely issues from RAC associates, affiliates, and/or stakeholders as appropriate including tours of the Corridor.
- Assist with the organization of outreach to and educational events for potential state, federal, and private funders, including staff and elected officials from the State Legislature, the Governor's Office, Congress, the US Department of Transportation, the Washington State Department of Transportation, and private businesses.
- Assist with the development of a unified Federal and State legislative agenda for the RAC, including assisting with development of talking points and collateral materials for RAC members.

Assist with the development and implementation of ERC brand

- Assisting with development, marketing, materials, messaging and implementation of the ERC brand.

Assist with the development and launch of a funders' collaborative for the ERC.

- Assist with the development of modeling permanent funding structure.

⁶ RAC associates and affiliates are entities that do not have a property interest in the ERC but are nevertheless interested in the ERC (such as neighboring jurisdictions) and that have committed to the RAC's vision and have been invited to participate in some aspects of the RAC's work.

- Assist with the identification and recruitment of potential private funders.
- Assist with the development of messaging and materials to share with potential funders' collaborative members.

Assist with research as needed.

- Assist County staff with research related to the RAC, the funders' collaborative, and/or best practices related to the planning and development of multi-use corridors.
- Assist the PST and RAC with research as requested on issues related to RAC meetings.

EXHIBIT A – SAMPLE CONTRACT

The following Sample Contract for Technical Services is provided to inform Submitters of the expected terms and conditions required by the County. This contract represents the contractual language approved by various representative agencies and departments within the County. Based on this approval, the County does not encourage deviations from the terms and conditions contained in the contract. Requests for changes or modifications could create delays in the contracting process with the selected contractor, and may result in the cancellation of negotiations with the top-ranked Submitter.

This contract is being provided for informational purposes only, and does not need to be returned to the County with the Request proposal.

Services Contract



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section

206-263-9400

TTY Relay: 711

THIS CONTRACT # _____ ("Contract") is entered into by **KING COUNTY**, Washington,, (the "County"), and _____ (the "Contractor"), whose address is _____. The County is undertaking certain activities related to, _____ and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

- 2. Contract Amendment(s)
- 3. Contract, which consists of this page, the Terms and Conditions, and the following:
 - Scope of Work Exhibit A
 - Price Attachment Exhibit B
 - Consultant Disclosure Form (if applicable) Exhibit C
 - Equal Benefits Compliance Worksheet and Form (If applicable) Exhibit D
 - Certificate(s) of Insurance and Policy Endorsement..... Exhibit E
- 4. Request for Proposal (as modified by any addenda)
 - King County Request for Proposals Exhibit F
- 5. Contractor's Proposal
 - _____ Proposal Exhibit G
- 6. Other Exhibits and attachments (if applicable)
 - Other Exhibits Exhibit H

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on _____, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract and by subsequent work order in an amount not to exceed \$ _____ per year, unless otherwise amended by the County.

COMPANY NAME

KING COUNTY

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date
Accepted: _____

Date
Accepted: _____

Approved as to form only:

King County Prosecuting Attorney

TERMS AND CONDITIONS

SECTION 1 - DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

Day: Calendar day.

KCC: The King County Code.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 - GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such

case, the Contractor will give the County written “notice of completion” of Work related to a specific phase or milestone following the Contractor’s completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S MLK-ES-0320, 401 – Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.5 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.6 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.7 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.8 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.9 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.10 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Project Manager -	[Contact Name]
Seattle, WA	[City], [State]
206-	[Telephone Number]
<u>xxxxxx@kingcounty.gov</u>	[Email Address]
	[Fax Number]

2.11 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined

at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 3 - LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$ [REDACTED] combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$ [REDACTED] aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$ [REDACTED] Per Claim and in the Aggregate
3. Automobile Liability: \$ [REDACTED] combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$ [REDACTED]

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor
3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.**

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 - CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 - RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such

action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.”

SECTION 6 - INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as “Confidential”, “Proprietary” or “Business Secret”. The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County’s or the third party’s confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 - NONDISCRIMINATION

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not

discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website

located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract; the Contractor shall continually maintain the Subcontractors and Suppliers.
 2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
 3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.
- H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

SECTION 8 - CLAIMS AND APPEALS / DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 - TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 - MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2.

10.5 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with “The Health Insurance Portability and Accountability Act of 1996” (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

10.6 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

10.7 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.8 Non-Waiver of Breach

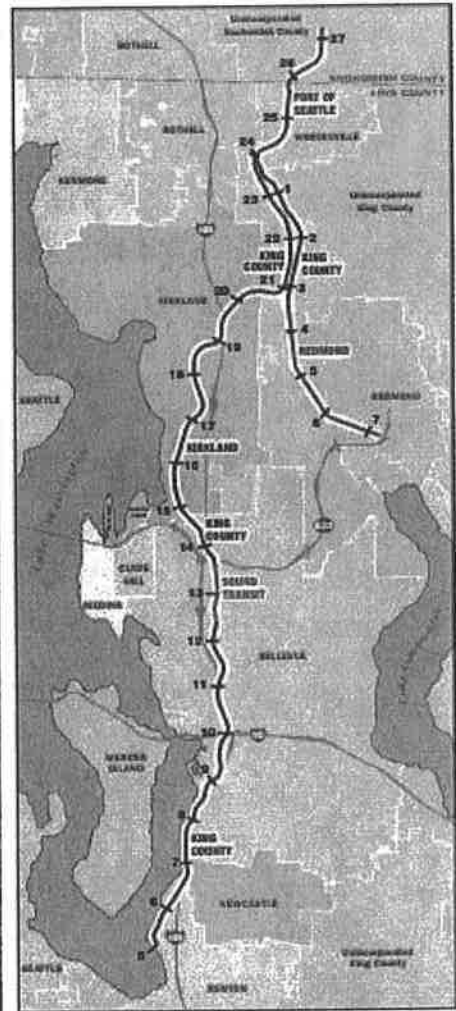
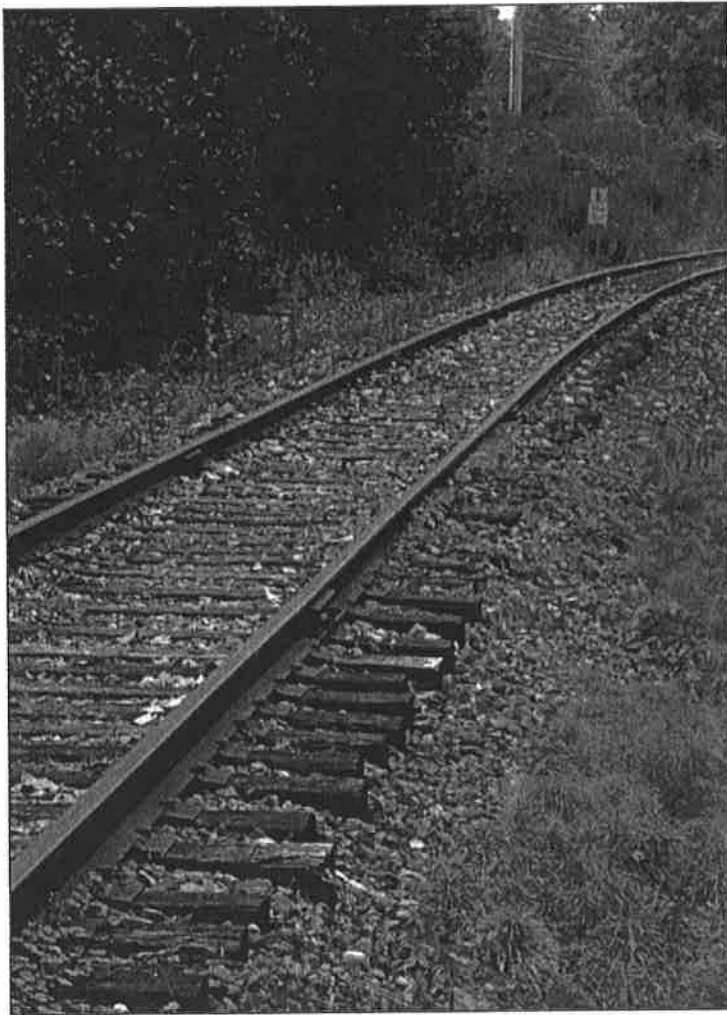
No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

END OF TERMS AND CONDITIONS



Response to Request for Proposals 1264-14-RLD

Facilitator/Mediator for Eastside Rail Corridor Regional Advisory Council



Prepared For:
King County Council

December 2, 2014



December 2, 2014

Roy L. Dodman
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Ave.
Seattle, WA 98104

Dear Mr. Dodman:

On behalf of Cedar River Group and PRR, we are pleased to submit this proposal in response to King County Council's **Request for Proposals 1264-14-RLD Facilitator/Mediator for Eastside Rail Corridor Regional Advisory Council**. The forty-two mile Eastside Rail Corridor has been described by the owners as a "corridor for the ages." It is an increasingly important multi-purpose transportation spine connecting communities in East King County.

Cedar River Group is a Seattle-based public policy consulting firm that has done extensive work on transportation policy, management, and finance in Washington state. We have extensive experience facilitating and mediating diverse groups, and helping those groups create successful outcomes. We also have considerable experience working with elected officials and technical staff work groups. Cedar River Group is not a certified SCS.

For this project, we are partnering with PRR, an integrated marketing and communications firm with expertise in branding. PRR is a certified SCS (#1419).


Our team has experience facilitating RAC meetings, creating innovative public and private funding strategies for large projects, and skills and expertise in branding.

I will serve as the contact person for this project. Contact information is as follows:

Cedar River Group
93 Pike Street, Suite 315
Seattle, WA 98101
Email: john@cedarrivergroup.com
Tel: 206-223-7660 x102; Fax: 206-223-7665

Thank you for the opportunity to respond to this RFP. We have had the honor of facilitating the RAC during its first two years of existence. We would very much like to continue in that role.

Sincerely,


John A. Howell
Partner



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SR

DATE (MM/DD/YYYY)

12/01/2014

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

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

PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Cheryl Stroh	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: CEDAR-1													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: First National Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: First National Insurance Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: First National Insurance Co.														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Cedar River Group, LLC 93 Pike Street Suite 315 Seattle, WA 98101														

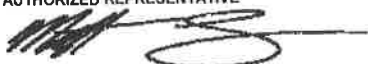
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			01CI75511510	04/27/2014	04/27/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01CI75511510	04/27/2014	04/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01CI75511510 WA STOP GAP	04/27/2014	04/27/2015	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
 EVIDENCE ONLY

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER 	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2009 ACORD CORPORATION. All rights reserved.

A. APPROACH TO WORK

1. Statement of Purpose (How to Achieve Consensus)

Several principles are essential for creating consensus in a process such as this. The facilitator and the process must be perceived as unbiased and fair. This is accomplished by creating an environment where all participants have equal voice (both formally at meetings and through informal communication between meetings), fostering respectful communication at meetings, and providing accurate and even-handed written and verbal summaries of meeting deliberations. Participants must feel they have had a chance to raise and discuss a range of potential solutions. The facilitator and staff support for the committee must be responsive to the committee's needs and requests (within reasonable limits). Participants must feel as if they have had sufficient time to understand the issues and consider solutions.

Finding consensus requires that the entire group be provided with the same baseline of information about the nature of the issue requiring resolution, including: legal, policy or budget constraints and requirements; an understanding of the evolution and history of the issue; and budget, operational or programmatic data that help describe the nature of the issue. Before attempting to find solutions it is important for participants to understand each other's interests (as opposed to positions) – in other words, “why” someone wants to achieve an objective, as opposed to “how” that person wants to achieve that objective. Once interests are understood, participants can suggest and test a variety of possible solutions to meet those interests. Potential solutions can come from committee members, staff or outside stakeholders. The facilitator must constantly be listening and probing to find the solutions that can satisfy the various interests and lead to consensus. Finally, the written summary or documentation of the consensus must be fully vetted and approved by participants.

2. Proposed Approach to Work

Task 1: Maintain and assist with the implementation of a work plan that outlines the scope of work, tasks, schedule, milestones and responsibilities for the RAC's recommendations.

The RAC developed a work plan for 2014, based on the priorities (“Issues of Urgency”) identified in the “Creating Connections” report adopted by the RAC in 2013. We will work with the Principals Staff Team (PST) to understand the status of the 2014 work plan. Both the PST and the RAC will need to engage in discussions about the priorities for the next two years. The framework for the work plan should continue to be the adopted report. However, the work plan should also address new or emerging issues and opportunities as they arise. We will meet with the PST to develop a draft two-year work plan that clearly outlines tasks, key milestones and responsibilities. The draft work plan will be presented to the RAC for its review and approval. We will work with the PST to develop quarterly updates of the work plan for review with the RAC. We will prepare a template for those quarterly updates that PST members can use to provide information about the status of work. At the end of 2015 we will help the RAC and PST to assess the work and determine if modifications are needed for 2016. We will want access to the 2014 work plan format that has been developed and used by the PST and RAC previously.

Major Deliverables:

- a) Status report on the RAC's 2014 work plan, including status of activities and deliverables
- b) Draft and final updated two-year work plan for 2015 and 2016, including schedule, key milestones, deliverables, lead responsibilities and other participants

- c) Quarterly updates for the RAC and the PST during 2015 and 16, and a template for PST members to use for that update

Task 2: Assist with the coordination of RAC meetings (quarterly)

We will prepare draft RAC agendas, including desired outcomes, three weeks before meetings for review with the co-chairs, PST and county staff team. We will need timely review on draft meeting materials, and will work with staff to post materials on the RAC web site. The agendas must be clear about the purpose of each topic, and the desired outcomes (e.g. decision, guidance, update, etc.). Communication with the co-chairs may occur by phone, email or scheduled meetings. It will also be essential to maintain ongoing, informal communication with RAC members (and associate members, as needed) between meetings to identify issues and potential solutions prior to RAC meetings. The final agenda and meeting materials will be sent to RAC members a week before each meeting. We will confirm the desire to continue to rotate meeting locations, and assist in scheduling. See the Statement of Purpose for our meeting facilitation approach. After each RAC meeting we will debrief with the co-chairs and PST members on perceptions about the meeting.

Major Deliverables:

- a) Draft and final agendas for each RAC meeting
- b) Prepare for and facilitate all RAC meetings
- c) Draft and final meeting summaries for each RAC meeting
- d) Summary of decisions or follow up actions when asked to participate in PST meetings

Task 3: Assist with outreach to RAC associates, affiliates, stakeholders, and potential government and private sector funders

Some communication and outreach will be driven by actions identified in the work plan, while other communication will be in response to interest or concern expressed by associates, affiliates, stakeholders and potential funders. In either case, we will strategize with RAC and PST members, as requested, about appropriate responses to others' expressions of interest or concern, and the development of plans to incorporate presentations, panel discussions, or other forms of engagement in RAC meetings as appropriate. We will strategize with RAC and PST members about the focus and timing of outreach to key elected and appointed federal, state and local officials, potential funders, as well as business and community leaders. We also will work with RAC and PST members to coordinate potential tours of the corridor, including the purpose of the tour, itinerary, schedule, and list of participants. The timing and substance of legislative agendas will need to be discussed first at the PST and then at the RAC. We will assist in developing a unified state and federal legislative agenda for resource requests so that RAC members can work in unison in their advocacy work.

Major Deliverables:

- a) Outreach matrix for RAC and PST members to track activities
- b) Communication with associates, affiliates and stakeholders, as requested
- c) RAC agendas that incorporate engagement with non-owner interests
- d) Corridor tour itineraries
- e) Collateral materials as needed for meetings with potential funders and/or elected leaders
- f) Written summary of agreed upon federal and state legislative agenda.

Task 4: Assist with the development and launch of a funders' collaborative for the ERC

The ERC represents a once in-a-lifetime opportunity to develop a corridor residents will use for generations. Creation of a private funding strategy to augment public funding will be a key to the successful development of the corridor. Our approach will be to first consider the best structure to engage private funders, then options for leadership of the effort, and then identification of funders who have a strong interest in the successful development of the corridor. We will work with the RAC members to select a structural option before any recruitment takes place. This work will be coordinated with the leadership of the King County Parks Foundation, which we understand has selected the Wilburton Trestle for an initial project. We would like to test draft recruitment messages with the Foundation's Board, which includes distinguished private philanthropists. We will create a recruitment strategy and materials (including key messages) for a funders' collaborative recruitment.

Major Deliverables:

- a) Options and recommendations for funding collaborative structure
- b) Recruitment strategy, including parties with strong interest in corridor development
- c) Draft and final messages points (use the draft for testing messages)
- d) collateral materials for recruiting private funders

Task 5: Assist with the development and implementation of ERC brand

Brands help people know what to expect (great customer service from Nordstrom, on-time delivery from FedEx, effective action and advocacy from the Nature Conservancy). To generate public support for ERC, we need to convey its importance, relevance, and urgency to stakeholders and the general public. By creating and reinforcing a strong brand, tagline, and logo, we will begin to convey these messages with as little as a simple graphic and tagline. The ERC brand needs to be articulated and then fiercely defended by RAC partners, King County Council, agency staff, committees, consultants, and leadership.

PRR will create a brand platform to ensure that the brand is always positioned in the same way. They will meet with the RAC to identify and prioritize key themes to communicate, and learn of any sensitivities to consider. PRR will develop a brand platform that includes the following:

- Brand Identity: The fundamental means of consumer recognition, including name and visual appearance
- Brand Vision: The brand's guiding insight into its audience
- Brand Promise: What the ERC will provide
- Brand Personality and Tone: The brand's traits (seriousness, inspiration, imagination, etc.) and how it speaks to its audience as a way to achieve differentiation
- Brand Positioning: Defining the ERC as if it has "products"
- Customer Barriers: What the brand needs to overcome to encourage support for the ERC
- Customer Benefits: What the brand needs to offer to encourage support for the ERC

We recommend that the King County Department of Natural Resources, as part of the Master Planning process, take the brand platform and transform it into several general concepts that are innovative and compelling. PRR will ensure the concepts are consistent with the RAC's wants and needs and complementary to existing RAC partner brands.

Major Deliverables:

- a) Brand platform

Task 6: Assist with research as needed

We will coordinate with the PST and County staff to provide research-related services as needed. RAC members frequently ask questions that require some level of research to respond, including experiences by other jurisdictions in multi-use corridors. We will want PST guidance on which research activities the PST/county staff will conduct, and which we will pursue. For any research we undertake, we will want all previous related summaries or resources prepared by staff.

Major Deliverables:

- a) Agreed upon scopes for any research the consultant team is being asked to perform
- b) A summary of the research that can be presented to the RAC and/or PST

Significant Challenges

- **Time:** PST members have expressed concern that their staff teams have limited time for ERC activities. RAC members may have other priorities to accomplish in 2015-16.
- **Meeting participation:** Scheduling the RAC meetings has been a major challenge in the past. It may be a challenge to have consistent meeting participation of RAC members.
- **Outreach:** There may be more interest from associates and others to participate in RAC meetings than time available.
- **Differing Priorities:** The five owners are at different stages of planning and development. As a result, they may have different priorities for development or regulatory actions. RAC members may have other federal and state priorities that could compete with ERC needs.
- **Funding:** Some private funders may believe that the corridor should be funded by government. For those interested, there may be a need to demonstrate public funding support before significant private funds are raised. In recent years some private foundations have reduced funding for capital projects, though individual and corporate donors have not.
- **Branding:** There are very limited resources to develop a full brand, logos, etc. Full brand development and implementation will need to occur separate from this contract.
- **Research:** There are limits on staff and consultant time to conduct research. Individual RAC members may have research requests that are not in accord with other members.

Approach to Addressing Political and Technical Conflicts

Resolving conflicts at both the political and technical levels requires: a) Communication among the members to develop a sense of trust; b) asking partners to discuss their interests, not just their positions; c) finding alternative ways to solve/address issues; d) defining which issues require technical resolution and which require political resolution, and focusing discussion at the appropriate venue (RAC or PST); e) framing discussions around the larger common vision that the owners have adopted; f) looking for opportunities for partners to have some collective “wins”, which helps build relationships for addressing conflicts; and f) being responsive to requests for information/research. Always, addressing conflicts requires good communication.

We have found it useful to work with technical groups to distinguish between factual data and policy directives. Those two are often combined, but it is important to identify when staff are being guided by policies determined by their authorizing bodies, and when they are responding to data and factual circumstances. It is important for both the technical staff and elected leaders to have a common understanding of the facts and context, before decisions are made. On occasion it can also be helpful for elected leaders to have direct communication with one another, outside of the formal settings, to explore interests and solutions.

B. COMMUNICATION AND QUALITY CONTROL

1. Communication Skills

a. *Sample Documents*

Under the tab “Sample Documents” are sample pages from the following reports and presentations Cedar River Group has developed:

- ***Regional Transit Task Force Final Report*** – a project for King County Metro for which we facilitated a 28-member stakeholder Task Force and prepared the final report. The audience was the County Council and County Executive.
- ***Creating Connections*** – the October 2013 recommendations report of the Eastside Rail Corridor Regional Advisory Council (a project for King County).
- ***Bands of Green*** – a project for the Seattle Parks Foundation, which involved working with the Foundation and the City of Seattle and laid the groundwork for new open space systems and trails in the 2008 Seattle Parks and Open Spaces Levy. The audience was City of Seattle decision makers and community advocates.
- ***Connecting Washington*** – a project for the Washington State Department of Transportation for which we facilitated a Governor-appointed 31-member task force and prepared the final report. The audience was the Governor, the Legislature and other leaders.
- ***Washington State’s SIM Plan and the Social Determinants of Health*** – a project for the Bill and Melinda Gates Foundation for which we have prepared this presentation and other materials. The audience for this presentation was the leaders of the Pacific Northwest Giving Unit of the Foundation. We have also used it in a variety of other settings.

b. *Narrative*

Cedar River Group is skilled at oral and written communication, and incorporates graphical presentation suited to the project’s communication needs. We produce a variety of print and electronic materials, including Web content and messaging, PowerPoints, fact sheets, newsletters, brochures, and reports. Quality control methods we use to ensure high-quality products include developing checklists and detailed schedules, following *APA Style* or a style sheet of the client’s choice to ensure consistency in language and references format, and proofreading each other’s work.

Overall project quality control is managed using agreed upon schedules, budgets, deliverables and work plan. In addition, we engage in formal and informal communication with clients to discuss project progress, milestones and emerging issues on a weekly or as-needed basis. Communication occurs via written summaries, phone calls, emails or meetings, depending on the client’s needs. We also monitor the budget closely to make sure that consultant team members are working within the parameters of the project budget. Monthly updates on the status of the budget are provided as part of the monthly invoicing.



Executive Summary

Background

Task Force Charge and Process

The King County Council and Executive formed the Regional Transit Task Force in February 2010 to consider a policy framework for the potential future growth and, if necessary, contraction of King County's transit system. The County Council asked the task force to consider six transit system design factors, to which the task force added a seventh: environmental sustainability (see box).

Key Transit System Design Factors

1. Land use
2. Social equity and environmental justice
3. Financial sustainability
4. Geographic equity
5. Economic development
6. Productivity and efficiency
7. Environmental sustainability

The 28 task force members were selected to represent a broad diversity of interests and perspectives. Three *ex officio* members represented King County Metro Transit, Sound Transit and the Washington State Legislature. An Executive Committee (County Executive and three County Council members) ensured that the task force carried out its approved work plan. Metro's Manager of Service Development served as the project manager. An Interbranch Working Group supported the Executive Committee and task force's work. Cedar River Group was hired to facilitate the process. The task force created two subgroups of task force members to delve into performance measures and cost control/efficiencies.

The task force met from March through October 2010. The task force used a consensus-based decision-making approach, defining consensus as "all members can support or live with the task force recommendations." The task force agreed that if consensus was not unanimous, the differences of opinion would be included with the final recommendations. Task force meetings were open to the public. The task force set aside time in each meeting for public comment and reviewed comments submitted on its website.

The County Council and Executive created the task force as a result of several factors. A severe recession that struck the Puget Sound region and the nation in late 2008 has changed the road ahead for Metro. The precipitous decline in economic activity led to a dramatic fall in sales tax receipts. Since 62 percent of Metro's operating revenue comes from sales taxes, the drop in receipts has had a big impact. At the same time, Metro's ridership has grown significantly, and public expectations remain high. Also in 2008, the Puget Sound Regional Council (PSRC) developed the *Vision 2040* and *Transportation 2040* plans for long-term growth and mobility of the region. These plans project a 42 percent increase in King County's population and a 57 percent increase in jobs from 2000 to 2040,

NEXT STEPS

TRANSITION TO RAC 2.0

As a result of their initial work together, the owners are committed to the continuation of a collaborative planning process begun by the RAC. Owners see the value of working together to create plans and develop projects that will promote the long-term vision for the corridor, and collaborating on issues that could impact the corridor and affect one another's ownership interests.

Before launching the next phase of the RAC's work (RAC 2.0), the owners want to take the time to develop a scope, work plan, roles and schedule for that work. The role of the RAC and the supporting staff team must be clearly articulated and defined, and the expectations regarding the commitment of resources to RAC 2.0 must be described. The owners recommend that they work together in a transition period, and that by December 1, 2013, they create the scope, work plan, roles and schedule for RAC 2.0. There are issues that may require the owners' collaboration prior to the start-up of RAC 2.0, depending on when agreement on the scope, work plan, roles and schedule can be reached (see Issues of Urgency later in this section).

PURPOSE OF RAC 2.0

Although the more detailed work plan will be defined in the upcoming transition period, the owners agree that the purpose of the next phase of collaborative planning (RAC 2.0) should be to deepen the discussion about the ways in which the ERC long-term vision will be implemented. The owners agree to work together to create transportation and utility connections in and across the corridor.

The purpose of RAC 2.0 should be to

- **Serve as the keepers of the long-term vision**, proposing policies, focusing on changes needed to regional and local planning documents, such as PSRC VISION 2040, that will ensure the corridor is eligible for funding.
- **Implement the report recommendations** as the next step in the collaborative development of the corridor within the established authorities of each of the owners.
- **Advocate with state and federal legislative delegations** for support for corridor development and connections, particularly at key highway interchanges.
- **Enlist community and business support** in the corridor's development and nearby economic opportunities.
- **Consider options and strategies for an ongoing forum for collaborative, coordinated decision making and implementation** that could be used by the owners in the years ahead.
- **Collaborate at a technical staff level** on specific planning and development issues, including upcoming capital projects, Sound Transit's corridor planning efforts, and corridor-wide development standards.



The Salmon Bay Loop

The Salmon Bay Loop may ultimately become one of the most popular routes in the City, but it will also be among the most challenging to complete because of the resistance of some industrial property owners along the preferred route. Beginning under the north approach to the Ballard Bridge, the preferred trail route would extend along the railroad right-of-way that runs next to Shilshole Avenue to the Chittenden Locks and on along Seaview Boulevard all the way to Golden Gardens Park. Those wishing to complete the loop would cross Salmon Bay at the Locks, taking time to watch both boats and salmon make their way into the inland waterway. On the south shore, they would have the choice of taking a .6 mile spur route to Discovery Park, or returning along Commodore Way to Fisherman's Terminal and the Ballard Bridge.

In addition to the connections this loop offers to Golden Gardens and Discovery Park, a spur route along Ballard Avenue offers a look at one of Seattle's most significant historic districts. From Fisherman's Terminal, it will be easy to connect to the entire Magnolia and Elliott Bay open space networks to the south.

We strongly recommend the City complete the missing link of the Burke-Gilman Trail as an essential step toward completing the Ship Canal and Salmon Bay Loop Trails.



Recommendation 2: The Task Force recommends that the Governor and Legislature select specific investments to meet four performance objectives (as discussed above):

- System Preservation
- Strategic Mobility Improvements
- System Efficiency
- Safety

Recommendation 3: The Task Force recommends an investment of \$21 billion in state funding during the next ten years to preserve the transportation system and make strategic investments in the corridors that hold the key to job creation and economic growth. The proposed \$21 billion in funding is intended to support a comprehensive package comprised of the components shown in Figure 8.

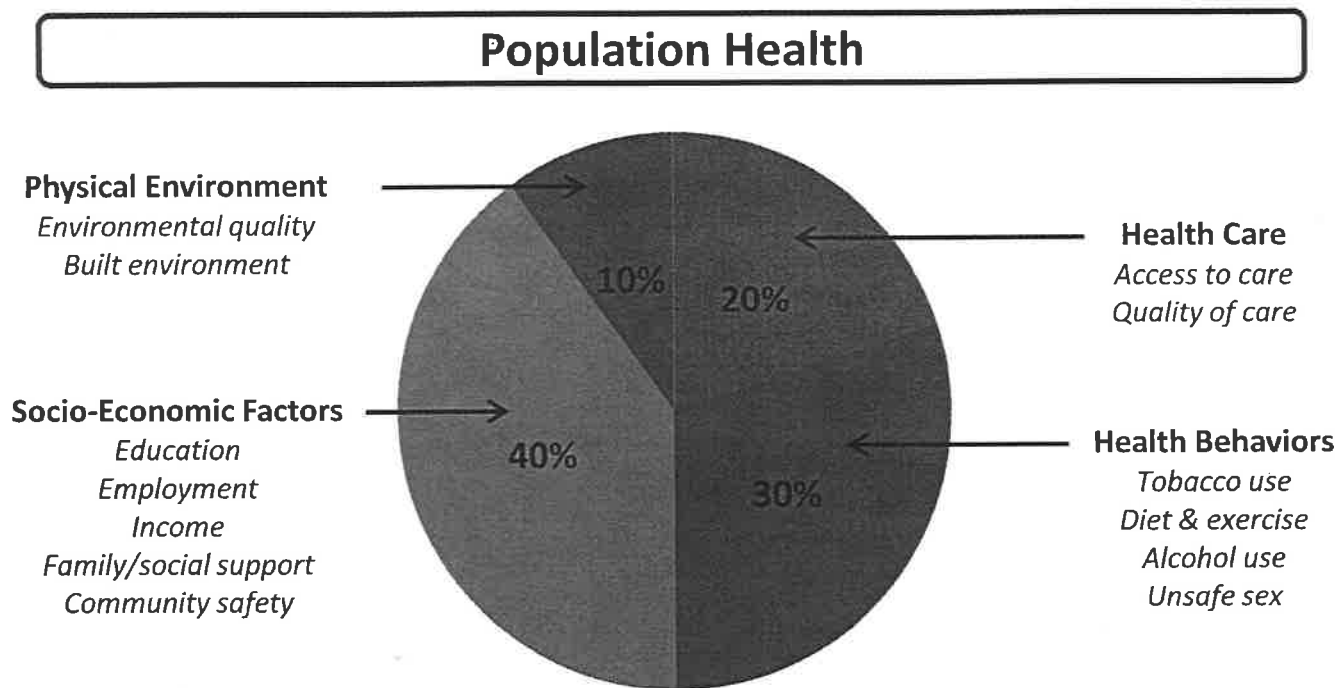
**Figure 8
Transportation System Investments**

(Please note that the allocation amounts shown are for illustrative purposes only. The Task Force did not attempt to reach a consensus on the amounts allocated to each component.)

	Dollars (in billions)	18 th Amend Eligible (Yes/No)	Bond Eligible (Yes/No/Some)
Potential State Investments			
Public Transportation			
Operating Distribution for Special Needs Transportation	\$0.5	No	No
Strategic Investments to Improve Mobility in Key Economic Corridors	\$2.0	No	No
Total Public Transportation	\$2.5		
Cities and Counties			
Direct Distribution Dedicated to Maintenance	\$2.8	Yes	No
Grants Related to Improving Mobility in Key Economic Corridors	\$1.3	Yes	Some
Stormwater and Culvert Investments	\$0.5	Yes	Some
Total to Cities and Counties	\$4.5		
State			
Operations and Maintenance of State Highways and Ferries	\$3.0	Yes	No
Stormwater and Culvert Investments	\$0.6		
Mobility Improvements in Key Economic Corridors	\$11	Yes	Yes
Total to WSDOT	\$14		
Total State Investments	\$21		

The health of individuals is determined by many factors beyond medical care. In fact, access to care and the quality of care account for just 20% of a population's health.

Social Determinants of Health



Source: Authors' analysis and adaption from the University of Wisconsin Population Health Institute's County Health Rankings model ©2010, <http://www.countyhealthrankings.org/about-project/background>

C. SPECIALIZED EXPERIENCE, TECHNICAL COMPETENCY, AND PAST PERFORMANCE

1. Past Experience

Our work serving as the facilitator for the RAC during its initial two years will be extremely helpful in understanding the issues, the perspectives of members, associates and stakeholders, and how the RAC likes to function as a group. Our experience with the RAC includes helping the group create a common vision, resolving conflict, interaction with a variety of stakeholders, and establishing good communication with both the political leaders and technical staffs. We also have extensive experience with complex, often contentious, multi-party facilitations.

Similar scope and complexity. Cedar River Group has served as the facilitator or mediator in a number of projects involving multiple parties, complex work plans, outreach needs, and funding partnerships.

- The Eastside Rail Corridor Regional Advisory Council work in 2013 is an example of a **multi-party process** involving government agencies and private businesses. Cedar River Group served as the Advisory Council's facilitator. We helped the council to develop its charter and ground rules; facilitated the meetings; prepared meeting summaries; participated in meetings of a technical staff working group; assisted with research on other multiuse corridors; helped plan and facilitate a public open house; reviewed public comments; and developed the council's draft and final *Creating Connections* report and recommendations. A key role we played was conferring with members between meetings to identify their underlying interests and find common ground.
- Two examples of our facilitation of processes where **diverse interest divided participants** are the Income Inequality Advisory Committee for the City of Seattle and the Regional Transit Task Force for King County Metro. The 24-member, Mayor-appointed Inequality Advisory Committee included business, labor, advocates and elected officials. It was tasked with delivering recommendations for increasing the minimum wage within the city that would take into account the complexity of conditions facing employers and workers. We facilitated the committee's consideration of options and their potential impact. The committee's consensus recommendations led to the Mayor's proposal to the City Council, and the Council's adoption of a new minimum wage law for the city. The 28-member stakeholder Regional Transit Task Force included local elected officials, and representatives of business, education, labor, social services and community groups. Some were very happy with the existing policies for allocating transit services. Others were not. We led the task force through a policy and data review, then in developing criteria for system growth and reduction. The themes in the discussion we called out as "emerging consensus." The task force worked through its differences and unanimously approved recommendation to the County Council.
- The Tacoma-Pierce County Clean Air Task Force was a process **informed by outreach to interested stakeholders**. The Puget Sound Clean Air Agency created the task force to help identify, evaluate and recommend community-based solutions to reduce fine particle pollution and meet federal air quality standards. The agency and the Washington State Department of Ecology were under a deadline to submit a plan to the U.S. Environmental Protection Agency (EPA) to address this form of air pollution in Pierce County. The task force included community leaders, elected officials and local residents, including people with wood stoves, which can produce the type of pollutants of concern. As the facilitator,

Cedar River Group led the task force in brainstorming possible solutions, developing a list of criteria for potential solutions, and creating an evaluation tool. We facilitated the task force's discussions to narrow the set of solutions and develop recommendations, and developed the final report and recommendations. We also participated in two public open houses, and reviewed public comments from an online survey and community meetings. The task force came to unanimous consensus, with one exception related to a proposed registration system for wood stoves.

- The Eastside Rail Corridor Regional Advisory Council, Metro Transit Task Force, Income Inequality Advisory Committee, and Tacoma Pierce County Clean Air Task Force are all examples of projects requiring **direct communications with elected officials**. There were elected officials on each of these groups. We have also conducted numerous briefings with elected officials.
- Our work with the Tacoma-Pierce County Clean Air Task Force is also an example of **managing detailed work plans and schedules**. The Clean Air Agency was under a deadline to produce a plan for the state and the federal EPA. The schedule of work to complete the task force process and develop recommendations was complicated by the agency's need to go to the Legislature to get the authority to take new actions the task force recommended to call enhanced burn bans.
- The Early Learning Partnership is an example of Cedar River Group's work with **public-private partnerships**. Cedar River Group facilitates meetings of the partnership, which includes the state Department of Early Learning, Superintendent of Public Instruction, the and a private funder, Thrive by Five Washington. The partners have different goals and approaches but have agreed to work together to further children's learning from birth to third grade in Washington. We helped them develop the state's 10-year *Early Learning Plan* and to identify priority strategies to implement each year.

Fund related expertise. Cedar River Group has facilitated a variety of groups involving public/private partnerships that involved obtaining funding. Project examples below are the Washington State Farmworker Housing Trust (\$2.5 million in federal and philanthropic funding raised, and state funding expanded), and the Pacific Tower Health College and Innovation Center (part of the team that raised \$23 million in state and \$1.5 million philanthropic funding). Another example is work we conducted for the Seattle Parks Foundation on creating a dedicated funding source for the city's parks. The recommendation of our study was to establish a Metropolitan Parks District. The Foundation's Board adopted the recommendation and proposed it to the Seattle City Council, who adopted it unanimously. Seattle voters approved the ballot measure to create the district in August 2014, which will provide permanent and sustainable funding (roughly \$50 million/year) for parks and recreation in Seattle.

Project examples.

King County Metro Regional Transit Task Force (Location: Seattle)

Work characteristics: Served as facilitator of a 28-member task force (described above). Facilitated task force and subcommittee meetings, developed agendas and meeting summaries, communicated with members between meetings, prepared draft and final report and recommendations.

Scope, budget and complexity: The scope was to serve as task force facilitator and prepare the task force report. The budget was \$138,000. The task force included elected officials from local cities; representatives of business, labor, nonprofits, civic groups and a regional planning agency; engineering and environmental experts; and community members. The members had differing interests in transit services on behalf of their constituencies and in the cost of publicly supported services. Cedar River Group's work involved many individual conversations with task force members to identify their interests and find areas where they were willing to negotiate. The work involved direct communication with elected officials on the task force, and managing the work plan and schedule.

Significant role: John Howell served as the facilitator and project lead. Rhonda Peterson provided the meeting summaries, and analysis of public comments, and assisted with report drafting.

Contact information: Kevin Desmond, King County Metro, General Manager; (206) 684-1619; kevin.desmond@kingcounty.gov

Tacoma-Pierce County Clean Air Task Force (Location: Tacoma)

Work characteristics: Served as facilitator of a 22-member task force (described above). Facilitated task force and subcommittee meetings, developed agendas and meeting summaries, communicated with members between meetings, participated in public open houses, summarized public comments, prepared draft and final report and recommendations.

Scope, budget and complexity: The scope was to serve as task force facilitator and prepare the task force report. The budget was \$135,000. The task force included local city elected officials; public health experts; representatives of business, the wood stove industry, real estate interests, residential property managers, Joint Base Lewis McChord, and neighborhood associations; the state Department of Transportation; and community members from the affected areas. The individual members had a range of knowledge about the air pollution problem and its causes, and differing interests in the possible solutions. The Puget Sound Clean Air Agency and state Department of Ecology had an interest in finding a solution that the U.S. EPA would accept. The project required Cedar River Group to find common ground among these different interests to craft an acceptable package of solutions. The work also involved contact with the public at open houses, direct communications with the public officials on the task force and with other state and local elected officials, and managing the work plan and schedule.

Significant role: John Howell served as the facilitator and project lead. Rhonda Peterson provided the meeting summaries, and analysis of public comments, and assisted with report drafting.

Contact information: Craig Kenworthy, Executive Director, Puget Sound Clean Air Agency; (206) 689-4004; craigk@pscleanair.org

Washington Farmworkers Housing Trust Fund [Location: Statewide; Board meetings in Yakima and Seattle]

Work characteristics: Cedar River Group provided organizational leadership for the Trust, a statewide partnership to create farmworker housing. The Board members included growers, housing authorities, farmworker advocates and a representative of Senator Patty Murray’s office.

Scope, budget and complexity: The scope was to create the Trust, staff its Board, conduct strategic planning and research, develop communication strategies, and create a plan to secure funding. The budget was \$508,000. There had been generations of distrust between growers and farmworkers, especially those represented by the union. Historically, there was underfunding of affordable housing in rural areas of the state and of farmworker housing specifically. In addition, organized philanthropy had not recognized farmworker housing as an issue in the past. As the facilitator/mediator of the Board, we helped the members find a set of goals they could agree on. With this agreement in place, we were able to help build a bipartisan coalition in the Legislature that led to state funding for farmworker housing and for low-income housing in general. We were able to raise \$2.5 million for the Trust—\$1.5 million in federal funding and the remainder from private philanthropy, such as the Paul Allen Family Foundation—and to expand the amount of state capital funding for farmworker housing by 250 percent.

Significant role: The project lead was Cedar River Group partner Tom Byers.

Contact information: Orlando Cano, Legislative Assistant to House Speaker Frank Chopp, 206-729-3223, Orlando.cano@leg.wa.gov

Pacific Tower Health College and Innovation Center (Location: Seattle)

Work characteristics: Hired by the state Department of Commerce to serve as the “partnership builder” for the public and private organizations that have opted to become tenants at Pacific Tower, which is being developed as a health college and nonprofit innovation center in the historic tower on Beacon Hill.

Scope, budget and complexity: The scope is to help the Tower tenants take advantage of the synergy of co-locating in ways that benefit the public, to raise funds for capital improvements to meet the tenants’ needs, and to plan for future development of the campus. The budget for our work is \$120,000. Part of the complexity of the project is the varied types of organizations involved. A public development authority owns the property. Three state departments are involved in a \$53 million renovation and conservation improvement of the Tower. The tenants are Seattle Colleges (principally Seattle Central), Pacific Medical Center, and 10 private nonprofit organizations involved in health and education. To date, we are part of the team that has raised \$23 million in state funding and \$1.5 million from philanthropic sources. Applications are pending for \$14 million in historic tax credits and new market tax credits.

Significant role: The project lead is Cedar River Group partner Tom Byers.

Contact information: Orland Cano, Legislative Assistant to House Speaker Frank Chopp, 206-729-3223, Orlando.cano@leg.wa.gov

2. Specialized Personnel

John Howell, a partner of Cedar River Group, will serve as facilitator/mediator for the Advisory Council and will be the project manager for the consultant team. In the past ten years, John has served as mediator/facilitator for numerous multi-party processes involving state, county and city governments, as well as community and private interests. Those projects include the Eastside Rail Corridor Regional Advisory Council, the City of Seattle Income Inequality Task Force (which developed recommendations regarding the minimum wage), the Governor's Connecting Washington Task Force, Pierce County Clean Air Task Force, Metro Regional Transit Task Force, Blanchard Forest Strategies Group, CASA Latina relocation, Tacoma Narrows Airport expansion, and land use disputes in Walla Walla and Klickitat counties. He has used interest-based negotiation techniques for a number of the projects listed above. He is known for even-handedness, good listening and tact, and has helped each of the groups and projects mentioned above successfully reach consensus. He has a demonstrated track record of managing projects to meet deadlines and budget constraints.

Tom Byers, a partner of Cedar River Group, will serve as the lead for creating the funders' collaborative. Tom has a long and successful track record of working with diverse groups to develop consensus around project design, and then developing and implementing creative public/private fundraising strategies. His recent work on the Pacific Tower Health College and Innovation Center (described on the previous page) required crafting the concept plan for the Tower, working with elected and appointed stakeholders to reach agreement on the plan, and working with multiple partners to secure public and private funding. Similarly, Tom was a driving force behind the creation of the Washington Farmworkers Housing Trust Fund. That project required delicate negotiations between growers and farmworkers, and the successful completion of a public and private fundraising campaign. Tom also did much of the research and conceptual development for the Seattle Parks Foundation regarding the Seattle Metropolitan Park District, which was recently approved by Seattle voters. He has extensive knowledge about the local private philanthropic community.

Rhonda Peterson, a Cedar River Group Associate, will be responsible for many of the project's materials and communications. She will prepare meeting summaries, assist in planning stakeholder outreach and drafting materials, and provide writing and editing for the final report. She is known for her organizational skills and ability to synthesize and present complex information in a clear manner. She is familiar with King County editorial style requirements, having served as writer/editor of the *Veterans and Human Services Levy 201, 2012 and 2013 Annual Reports*.

Mike Rosen serves as Managing Principal for PRR. Nationally recognized as a visionary communications innovator and strategist, he is a leader in helping nationally recognized organizations build, protect and grow their brands. With more than 40 years in the industry, he continues to pioneer many of the approaches currently used in market transformation, social marketing and behavior modification that have helped change the way we view and interact with our world. His client portfolio includes supporting such brands as Nike, Starbucks, EPA, CDC and many regional, state and local organizations.

3. Resumes

See the "Resumes" tab.

Tom Byers

Cedar River Group ♦ 93 Pike St. #315 ♦ Seattle, WA 98101 ♦ Tel. 206-223-7660 x101 ♦ Fax 206-223-7665 ♦ Tom@CedarRiverGroup.com

POSITION ON PROJECT Funder's Collaborative Lead

EXPERIENCE

- Partner
(22+ years) Cedar River Group, LLC, Seattle, WA (2002-present, 1990-1998)
Founded the firm to carry out projects in the public interest. (Examples listed below.)
- Deputy Mayor City of Seattle (1998-2001)
Responsible for executive oversight of planning and community development, housing, health and human services, parks, libraries, Seattle Center and other departments. Led adoption and early implementation of 37 neighborhood plans, and three successful ballot measures.
- Experience prior to 1990:**
- Special Assistant to Mayor Charles Royer City of Seattle, Seattle, WA (1980-1990)
- Deputy Superintendent City of Seattle, Parks and Recreation Department, Seattle, WA (1988)
- Program Coordinator, Mayor's Government Reorganization Project City of Seattle, Seattle, WA (1978-1979)
- Coordinator Country Doctor Community Health Center, Seattle, WA (1971-1978)

EDUCATION

- Masters in Public Administration, Daniel J. Evans School of Public Affairs, University of Washington, *Seattle, Washington* (2007)
- Program for Senior Executives in State and Local Government, John F. Kennedy School of Government, Harvard University, *Cambridge, MA* (1989)
- College of Arts & Sciences, Interdisciplinary Studies Program, University of Washington, *Seattle, WA* (1973-1975); teaching assistant for course in community health service delivery
- College of Architecture, Art and Planning, Cornell University, *Ithaca, NY* (1967-1970)

EXAMPLE PROJECTS

- Sustaining Seattle's Parks. A study of alternative strategies to support operations and maintenance of a great urban parks system. Co-authored this study which led to the development of the Seattle Park District proposal approved by the voters in August 2014.
- Pacific Tower health college and non-profit innovation center. Currently working with state legislators, a public development authority, three departments of state government, the Seattle Colleges, and ten non-profit organizations to complete \$53 million in capital improvements and create new curricula and programmatic initiatives at the historic Pacific Tower on Beacon Hill.
- Washington State Farmworker Housing Trust. Helped to organize and coordinate a non-profit organization that brought together growers, farmworker advocates, rural housing developers, and other community stakeholders in common cause. Raised \$2.5 million in operating funds from public and philanthropic sources, and successfully worked with state officials to increase capital funding for farmworker housing by 250 percent.

John A. Howell

Cedar River Group ♦ 93 Pike St. #315 ♦ Seattle, WA 98101 ♦ Tel. 206-223-7660 x102 ♦ Fax 206-223-7665 ♦ John@CedarRiverGroup.com

POSITION ON PROJECT Facilitator/Mediator and Consultant Team Lead

EXPERIENCE

Partner
(22+ years) Cedar River Group, LLC, Seattle, WA (1992-present)
Frequently serves as facilitator/mediator for complex, multi-party processes.

Interim President/CEO PacMed Clinics, Seattle, WA (1997-1998)

Experience prior to 1992:

Deputy Director, Institute of Politics John F. Kennedy School of Government, Harvard University, Cambridge, MA (1990-1992)

Principal Howell and Associates, Seattle, WA (1986-1990)

Assistant Director, Office of Management and Budget City of Seattle, Seattle, WA (1982-1985)

Special Assistant to Mayor Charles Royer City of Seattle, Seattle, WA (1977-1982)

EDUCATION

Masters in Public Administration, John F. Kennedy School of Government, Harvard University, Cambridge, MA (June 1986)

Bachelor of Arts in Community Development, Rutgers University, New Brunswick, NJ (1976)

AWARDS

Lucius N. Littauer Fellowship, awarded for outstanding academic achievement, John F. Kennedy School of Government, Harvard University (1986)

CURRENT COMMUNITY SERVICE

Board of Directors, Washington Green Schools (2012)

Board of Directors, Burke Museum (2011 – Present)

Board of Directors, Prv Chair, Forterra–formerly Cascade Land Conservancy (1992-Present)

EXAMPLE PROJECTS

In addition to the projects identified in the Specialized Experience section of this proposal:

Mediator/Facilitator, Casa Latina Good Neighbor Agreement – Set agendas, facilitated meetings, worked with City staff to produce meeting materials, communicated regularly with group members, successfully negotiated agreement.

Administrator, Sound Transit Expert Review Panel – Set agendas, drafted findings, facilitated discussions among Panel members, WSDOT and Sound Transit staff regarding findings, made presentations to Sound Transit Board.

Mediator/Facilitator, Tacoma Narrows Airport – Set agendas, worked with Tacoma and Pierce County staffs to prepare materials for Commission, facilitated all meetings, drafted meeting summaries and recommendation documents.

Rhonda G. Peterson

Cedar River Group • 93 Pike St. #315 • Seattle, WA 98101 • Tel. 206-223-7660 x104 • Fax 206-223-7665 • Rhonda@CedarRiverGroup.com

POSITION ON PROJECT Communications specialist

EXPERIENCE

Associate
(18+ years) Cedar River Group, LLC, Seattle, WA (1996-present)
Plan and conduct public participation and information programs for nonprofit and government agencies. Provide facilitation for strategic planning and task groups. Develop public participation plans, reports, and a wide range of print and electronic materials. For many of the firm's projects with task force groups, she has prepared background materials and meeting summaries, edited their final reports and assisted with meeting facilitation.

Experience prior to 1996:

Director of Communications,
Resource Center Hanford Health Information Network, Seattle, WA (1994-2000)

Freelance writing, editing,
and community relations
services Self-employed (1991-1992; 1993-1995)

Public Involvement Specialist RUST Environment & Infrastructure, Chicago, IL (1992-1993)

Membership Director Friends of the Chicago River, Chicago, IL (1991-1992)

Director of Promotions/
Editor/Research Legal
Assistant American Bar Association, Chicago, IL (1980-1991)

Legal Assistant Kirkland & Ellis, Chicago, IL (1975-1980)

EDUCATION

Certificate in Public Participation, 2005 (International Association for Public Participation)

Continuing education courses in: Planning for Effective Public Participation, Business Writing, Editing, Publication Production, Newsletters, Marketing, Portable Video Production and Web Site Development

M.A., 1975 (Comparative Literature), State University of New York, Binghamton, NY

B.A., 1973 (English), Fairhaven College, Western Washington State, Bellingham, WA

AWARDS

Award for Excellence – Technical Publications/Promotional Materials (for Bellevue Business Recycling Guide), Society for Technical Communication Puget Sound Chapter, 2002/03

EXAMPLE PROJECTS

Tacoma-Pierce County Clean Air Task Force – Developed information sheet on health effects of fine particle pollution; prepared meeting summaries; wrote sections of and edited final report.

Metro Regional Transit Task Force – Prepared meeting summaries; wrote sections of and edited final report; assisted in facilitating meetings; worked with staff to develop briefing book.

Washington Early Learning Plan – Served as lead writer for the plan; assisted in staffing a management team and work groups; prepared meeting and public information materials.

Mike Rosen

PRR • 1501 Fourth Ave., Suite 550, Seattle, WA 98101 • Tel. 206-623-0735 • mrosen@prrbiz.com

POSITION ON PROJECT Branding Lead

Experience

Managing Principal PRR, Seattle, WA (1991 – present)
(23+ years)

Education and Experience

University of Wisconsin & multiple training activities

Professional registrations and licenses

N/A

Example Projects

Water Efficient Product Market Enhancement Program Development (WaterSense), Nationwide

U.S. Environmental Protection Agency - Guided strategic planning effort to create a sister brand to ENERGY STAR that focused on water. Approach included market research and information gathering process, concept development and recommendations. Co-facilitated strategic planning session with EPA and prime consultant, authored draft marketing plan and provided ongoing feedback.

Fuel Economy Label, Nationwide

U.S. Environmental Protection Agency - After 35 years a new generation of vehicles required a major overhaul of the fuel economy label. Served as principal in charge guiding process of research and design of new fuel economy label that used on every new vehicle in the country.

Starbucks Shared Planet, International

Starbucks Corporation - Helped develop strategy and brand positioning targeting staff and customers to increase awareness of the impact of paper cups and encourage the use of reusable cups.

Citizen Preparedness Campaign, Pacific Northwest

Seattle Office of Emergency Management - Principal-in-charge and lead strategist. Helped a large coalition of agencies, throughout multiple counties, increase resident preparedness for anticipated catastrophic events. Work included brand development.

Sea-Tac Airport Concessions Advertising and Marketing Services, Puget Sound Region, WA

Port of Seattle - Sea-Tac Airport serves more than 31,000,000 passengers each year. Served as project lead to develop brand for campaign unifying the approximately 90 concessioners that offers services ranging from food to massages, manicures, storage for baggage, clothing, gifts and reading material.

Midtown Tunnel/Downtown Tunnel/MLK Extension – Norfolk to Portsmouth, VA

Elizabeth River Crossings LLC and Virginia Department of Transportation - Lead strategy for brand development on behalf of the Elizabeth River Crossings LLC (ERC), a public private partnership (P3) with the Virginia Department of Transportation (VDOT).

High-speed Rail, Canada, Washington, Oregon

WSDOT - Lead brand creation to help Washington State Department of Transportation engage multiple jurisdiction regarding the advantages and implications of introducing high-speed passenger rail service.

D. COST

The following cost proposal is based on the scope of work described in the Approach to Work. This proposal is also based on several assumptions that are described below. If the scope changes or the assumptions vary, the project budget will need to be modified accordingly.

Key Assumptions:

- John Howell will meet with the RAC once per quarter, for 2 hours each. In addition, members of the team (Tom Byers regarding the funders collaborative and PRR regarding the brand identity) will attend RAC meetings as needed. Howell will spend six hours to prepare for, facilitate, and debrief for each RAC meeting, including communication with the co-chairs.
- The facilitator will meet with the Principals' Staff Team (PST) or county internal staff team on average once per month, with 3 hours for prep, participation and debrief for each meeting.
- The County will be responsible for the copying of materials related to the Advisory Council's meetings.
- The County will continue to host and update the RAC web site, including all meeting materials and an opportunity for public comment.
- Agendas for meetings with the PST or internal county staff team will be prepared by either County staff or principals' staff.
- There will be six tours of the corridor that need to be planned.
- John Howell will facilitate all RAC meetings and Rhonda Peterson will attend all meetings to prepare meeting summaries.
- A "place holder" is being added to the budget to enable our team to hire an experienced private fundraising development specialist to provide counsel and advice regarding the recruitment of potential members to the funders collaborative.

Lump Sum Budget Proposal: \$159,993.00

<u>Task</u>	<u>Howell</u>	<u>Byers</u>	<u>Peterson</u>	<u>Flink</u>	<u>PRR*</u>
Task 1: Maintain and assist with implementation of a work plan					
a) Provide status report on RAC 2014 work plan	6				
b) Prepare a draft and final two-year work plan	10	3	8		*
c) Provide quarterly updates for the RAC and PST	24		24	16	
d) Create a template for PST members to provide work plan updates	4		6	4	
Task 2: Assist with the coordination of RAC meetings					
a) Prepare draft and final agendas	24				
b) Prepare for and facilitate RAC meetings	48	12	16	20	*
c) Prepare draft and final summary notes for each RAC meeting	16		24		
d) Attend PST or county staff meetings,	72	12			*

<u>Task</u>	<u>Howell</u>	<u>Byers</u>	<u>Peterson</u>	<u>Flink</u>	<u>PRR*</u>
when asked, and summarize follow-up actions					
Task 3: Assist with outreach to RAC associates, affiliates, stakeholders, and potential government and private sector funders					
a) Create an outreach tracking matrix	8		6	10	
b) Communication with stakeholders, including written responses or talking points	40	10			
c) Incorporate stakeholder engagement in RAC agendas	See 2a				
d) Corridor tour itineraries and participate in tours	36	6	6		
e) Collateral materials for meetings with potential funders and/or elected officials	20	See 4d		20	
f) Written summary of agreements on federal and state legislative agendas	6				
Task 4: Assist with the development and launch of a funders' collaborative for the ERC					
a) Prepare options and recommendations for funding collaborative structure	8	30			
b) Prepare recruitment strategy	8	25			
c) Draft and test messages to potential funders	4	20			
d) Prepare collateral materials for recruiting potential funders	10	20	15	20	
Task 5: Assist with the development and implementation of an ERC brand					*
a) Create brand platform	10				
Task 6: Assist with research, as needed					
a) Agree upon scopes for any research requested	10				
b) Conduct research and prepare a summary for review by the RAC and staff	20	10	40		
Total Hours	384	148	145	90	
Hourly Rate (fully-burdened)	\$210.00	\$210.00	\$125.00	\$85.00	
Total Labor	\$80,640	\$31,080	\$18,125	\$7,650	\$10,498

<u>Task</u>	<u>Howell</u>	<u>Byers</u>	<u>Peterson</u>	<u>Flink</u>	<u>PRR*</u>
Experienced private fundraising development specialist					\$10,000
Direct Expenses: Mileage (current IRS standard mileage rate), parking, B/W Copies (\$0.05/copy), Color Copies (\$0.35/copy)					\$2,000
Total Budget					\$159,993

*PRR's total budget, with breakdown as follows:

<u>Task</u>	<u>Strausz-Clark</u>	<u>Rosen</u>	<u>Blomker</u>	<u>Steeble</u>
Task 1: Maintain and assist with implementation of a work plan				
a) Prepare a draft and final two-year work plan		1		
Task 2: Assist with the coordination of RAC meetings				
a) Prepare for and facilitate RAC meetings		4		
b) Attend PST or county staff meetings, when asked, and summarize follow-up actions		4		
Task 4: Assist with the development and implementation of an ERC brand				
e) Discovery meeting with RAC	2	3	6	
f) Creative Brief	1	4		
g) Brand platform	2	4		4
h) Brand name/brand logo (not included in scope)				
Total Hours	5	20	6	4
Hourly Rate (fully burdened)	\$278.38	\$397.07	\$72.52	\$182.47
Total Labor	\$1,391.90	\$7,941.40	\$435.12	\$729.88
Total Budget – PRR portion only				\$10,498.30

E. Specific Facilitation Experience with RAC members

Eastside Rail Corridor, Regional Advisory Council: Served as facilitator for the Regional Advisory Council, which was charged by the King County Council with making near-term and long-term recommendations for the Eastside Rail Corridor, which runs from Renton to Snohomish County. The council consisted of executive-level representatives of each owner and easement holder: King County, Sound Transit, Redmond, Kirkland, and Puget Sound Energy. Helped plan and facilitated council meetings (total of 10); helped the council to develop its charter and ground rules; prepared meeting summaries; conferred with members between meetings; participated in meetings of a technical staff working group; assisted with research on other multiuse corridors; helped plan and facilitate a public open house; reviewed public comments; and developed the council's draft and final report and recommendations. The Advisory Council unanimously adopted the recommendations, which were presented to the decision-making body of each owner. The report recommends continued collaborative planning for development of a multiuse corridor that includes trail, high-capacity transit and utility uses. (2012 – 2013)

King County Metro Regional Transit Task Force: See Past Experience section on page 9.

Sound Transit and Bellevue Collaborative Design Process: Serve as facilitator for the Collaborative Design Process established by Sound Transit and the City of Bellevue to reach agreement on potential cost saving measures and alignment options for the East Link light rail project. Facilitate meetings with the Leadership Team (elected officials representing the Sound Transit Board and three Bellevue City Council members), as well as the Steering Committee, whose members include senior managers from Sound Transit and the City of Bellevue. Work includes development of agendas and supporting materials, preparation of meeting summaries, and communication with senior staff and elected officials between meetings to identify and resolve issues. The two parties reached agreement on cost saving measures for the project and location of the light rail alignment through Bellevue. Cedar River Group's work is ongoing through the development of final designs for the East Link project and establishing a cost baseline for the project. (2012 to present)

Eastside Strategies for Affordable Housing: A Regional Coalition for Housing (ARCH) is a group of East King County cities (including Redmond and Kirkland) created to develop common approaches to provide affordable housing for low- and moderate-income families. Conducted research on affordable housing strategies, and planned and facilitated three workshops with ARCH member cities (elected and appointed officials) and area developers to create a consensus on strategies for developing new affordable housing. ARCH members reached agreement on a set of priority strategies for creating additional low- and moderate-income affordable housing in East King County. (2007)



Department of Executive Services
 Finance and Business Operations Division
Procurement and Contract Services Section
 Chinook Building, CNK-ES-0340
 401 Fifth Avenue, 3rd Floor, Seattle, WA 98104
 206-263-9400 TTY Relay: 711 Fax: 206-296-7676

Equal Benefits Compliance Worksheet

Return this Worksheet, Declaration, and any attached alternate compliance forms to King County

Contractor Name: Cedar River Group, LLC Email: john@cedarrivergroup.com Solicitation#: 1264-14-RLD
 Contact Person: John A. Howell Phone Number: 206-223-7660 x102 Contract#: _____
 Employees in the U.S.: 2

1. EMPLOYEE INFORMATION

- a. Do you have any employees? Yes No
 ▶ If the answer to Question 1a is "NO", (you DO NOT have any employees); you do not need to complete the remainder of the worksheet. Select Option C on the attached Declaration.
- b. If 1.a is yes, are they Union, Non-Union, OR both? Union Non-Union
 ▶ If the answer to Question 1b is "Union", please go to questions 4 & 5.
 ▶ If the answer to Question 1b is "Non-Union", go to questions 2 & 3.

2. IF YOU HAVE NON-UNION EMPLOYEES

- a. Do you make any benefits available to employees? [Paid by employer or not]..... Yes No
- b. Do you make any benefits available to the spouses of employees? [Paid by employer or not]..... Yes No
- c. Do you make any benefits available to the domestic partner (DP) OR legally domiciled member of household (LDMH) of employees? (Same-sex and Opposite-sex) [Paid by employer or not] Yes No
 ▶ If the answers to both questions 2(b) and 2(c) are "No", (benefits offered to neither employees' spouses nor employees' DP or LDMH); select Option B on the attached Declaration.
 ▶ If the answer to either question 2(b) or 2(c) is "Yes", continue to Question 3.

3. BENEFITS AVAILABLE FOR NON-UNION EMPLOYEES

Indicate which benefits are made available below. Check "Yes" for any benefit that is available, paid for or not (same & opposite-sex). Check "No" if not available. Available might mean a death benefit for Pension (joint annuity) or Disability can be paid to DP and LDMH. Bereavement leave policies must be equal for DP and LDMH. Family leave must include an employee's DP, LDMH and their dependents. If moving expenses/relocation increases when including a spouse, they must also increase for DP and LDMH.

Employee Benefit	THESE THREE COLUMNS MUST MATCH			
	Employees	Spouses	DP	LDMH
Health Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dental Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vision Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pension/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bereavement Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Family Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Relocation (Moving Expenses)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Travel (not mileage)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Member Discounts, facilities, events	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If selections made for spouses, DP, and LDMH do not match, select Option A on Page 4, Equal Benefits Compliance Declaration. **OR:**

If selections made for spouses, DP, and LDMH do not match, please review Option D on Page 3, Equal Benefits Compliance Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

4. IF YOU HAVE UNION EMPLOYEES

- a. Are any benefits available to the spouses of union employees? Yes No
- b. Are any benefits available to the DP/LDMH of union employees? Yes No

If the answer to either Question 4(a) or (b) is "YES", continue to Question 5.

5. BENEFITS AVAILABLE FOR UNION EMPLOYEES

Please indicate which union benefits are available on the list below. Union benefits may be controlled by a trust, and the eligibility of DP and LDMH may be restricted by a Union Trust Administrator. Please contact King County Procurement and Contract Services Section at 206-263-9400 to learn how to apply for a Collective Bargaining Delay.

Employee Benefit	THESE THREE COLUMNS MUST MATCH			
	Employees	Spouses	DP	LDMH
Health Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dental Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vision Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pension/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bereavement Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Family Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Relocation (Moving Expenses)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Travel (not mileage)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Member Discounts, facilities, events	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you are not eligible for Spouses, LDMH, or DP, but all columns match, select Option A on Page 4, Equal Benefits Compliance Declaration. **OR:** If you are not eligible for Spouses, LDMH, or DP, but you are eligible for DP, LDMH, or LDMH, please review Option D on Page 3, Equal Benefits Compliance Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

Equal Benefits Compliance Declaration



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Chinook Building, CNK-ES-0340
401 Fifth Avenue, 3rd Floor, Seattle, WA 98104
206-263-9400 TTY Relay: 711 Fax: 206-296-7676

King County cannot award a contract until you submit the attached Worksheet and this Declaration.

I, John A. Howell on behalf of Cedar River Group, LLC
(Name) (Contractor Name)

state that the Contractor complies with King County Ordinance 14823 and related rules because it:

(Select the Option that applies and sign form below):

Option A

Makes benefits available on an equal basis to all its non-union and/or union employees with spouses and its employees with a domestic partner (same-sex and opposite-sex) OR legally domiciled member of household.

Option B

Does not make ANY benefits available to the spouses or the domestic partner OR legally domiciled member of household of employees.

Option C

No employees.

Option D

Seeking authorization from King County Procurement and Contract Services to delay implementation of equal benefits due to a Collective Bargaining Agreement, Open Enrollment, or internal Administrative steps. (Equal Benefits Substantial Compliance Authorization Form attached).

Instructions for alternate compliance:

The contractor must complete and return an Equal Benefits Substantial Compliance Authorization Form to King County as an attachment to this Declaration. The Substantial Compliance Authorization Form can be found at http://www.kingcounty.gov/operations/procurement/Forms/Equal_Benefits.aspx

Statement of Noncompliance
Contractor does not comply and does not intend to comply with King County Ordinance 14823 and related rules for this contract.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is correct and true, and that I am authorized to bind this entity contractually.

Executed this 8th day of December, 20 14 at Seattle, WA

John A. Howell
Signature

Partner

Title

93 Pike Street, Suite 315, Seattle, WA 98101

Address

John A. Howell

Name (Please print)

91-2170980

Federal Tax Identification Number