



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 24, 2017

Motion 14847

Proposed No. 2017-0185.2

**Sponsors Kohl-Welles, Lambert and
Dembowski**

1 A MOTION authorizing the chair to execute a contract for
2 a report on the causes, consequences and appropriate
3 responses to the emergency bypass discharge and flooding
4 event of the West Point Treatment Plant.

5 WHEREAS, on March 13, 2017, the council passed Motion 14826, requesting the
6 chair to initiate an expedited process by which to procure a qualified contractor to
7 prepare a report addressing and evaluating the causes of the major system failure that that
8 occurred at the West Point Treatment Plant, starting in the early morning of February 9,
9 2017. The council also desired that the report would provide recommendations for how a
10 similar event could be avoided in the future and what responses could have been taken to
11 avert the February 9, 2017, event, and

12 WHEREAS, in accordance with Motion 14813, the council extended the
13 emergency waiver of the competitive bidding and solicitation requirements for county
14 contracting related to the repair and replacement public procurement requirements for
15 contracts related to the repair or the replacement, or both, of damaged equipment and
16 structural repair necessary to restore West Point Treatment Plant to full operations, and

17 WHEREAS, the work contemplated to be performed by the selected qualified
18 contractor will assist the county in evaluating the necessary repairs and replacements at
19 the West Point Treatment Plant and therefore, in accordance with Motion 14826, the

20 council's chief of staff initiated the selection process on an expedited basis, and

21 WHEREAS, the chief of staff assembled a team to conduct the procurement, with
22 representation from council staff, the auditor's office, the finance and business operations
23 division and the ombudsman's office, and

24 WHEREAS, the review team issued a request for qualifications, received three
25 responses and reviewed and evaluated responses, and

26 WHEREAS, the review team interviewed AECOM Technical Services, and

27 WHEREAS, the review team recommends that the council award the contract to
28 AECOM Technical Services, and

29 WHEREAS, Motion 148826 provided that authorization to execute a contract
30 with a qualified contractor would be by subsequent motion, and

31 WHEREAS, full execution of the contact with the selected contractor will allow
32 the work on the report to be undertaken expeditiously and allow the contractor to
33 complete the report by the delivery date of July 1, 2017;

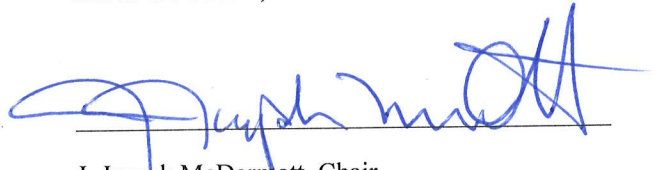
34 NOW, THEREFORE, BE IT MOVED by the Council of King County:

35 The chair is authorized to enter into a contract with AECOM Technical Services
36 in the same form as Attachment A to this motion.
37

Motion 14847 was introduced on 4/24/2017 and passed as amended by the
Metropolitan King County Council on 4/24/2017, by the following vote:

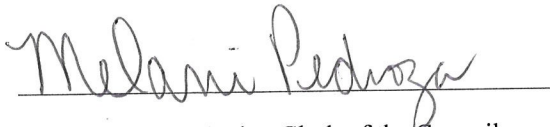
Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Melani Pedroza, Acting Clerk of the Council

Attachments: A. Services Contract

14847

ATTACHMENT A

Services Contract



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

THIS CONTRACT #5935175 ("Contract") is entered into by KING COUNTY, Washington,, (the "County"), and AECOM Technical Services, Inc_ ("AECOM" or the "Contractor"), whose address is 1111 3rd Ave., Suite 1600 Seattle Wa. The County is undertaking certain activities related to an independent assessment and report on the flooding event at the West Point Treatment Plant ("Work") and, the County desires to engage the Contractor to perform this Work,

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 these two pages, the Terms and Conditions, and the following:
- [] Scope of Work Exhibit A
- [] Payment Schedule Exhibit A
- [] Consultant Disclosure Form (if applicable) Exhibit B
- [] Certificate(s) of Insurance and Policy Endorsement..... Exhibit C
- [] Other Exhibits and attachments (if applicable)

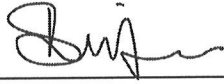
II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on December 31, 2017, 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 \$418,700, payable as set forth in Exhibit A.

**AECOM Technical Services
Inc.**



Authorized Signature

SUJAN PUNYAMURTHULA

Name and Title (Print or Type)

Date

Accepted: April 20, 2017

KING COUNTY

Authorized Signature

Name and Title (Print or Type)

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.
MEASURABLE AMOUNT OF WORK -	A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one week period.
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 the County's Project Manager with copies 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 A for any or all milestones or deliverables. 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 -	AECOM Technical Services, Inc.
Elizabeth Hill	Sujan Punyamurthula, PIC
516 3 rd Ave., Rm XXX	1111 3 rd Ave., Suite 1600
Seattle, WA 98104	Seattle, Wa.
206-477-1058	916 679-2082 (direct) 510 910-4695 (mobile)
elizabeth.hill@kingcounty.gov	Sujan.punyamurthula@aecom.com

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

The Contractor and the County agree to defend, indemnify and hold harmless each other, their respective officials, agents and employees, from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party (and its officials, agents, employees acting within the course and scope of their employment) and in the performance of said party's obligations under this Contract or the exercise of a party's rights and privileges under this Contract. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligations of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

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: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$3,000,000 Per Claim and in the Aggregate
3. Automobile Liability: \$1,000,000 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.

3.4 Waiver of Claims/Limitation of Damages

- A. The Work, as more fully described in Exhibit A, to be performed by the Contractor is an independent evaluation of the February 9, 2017 spill event at the West Point Treatment Plant. The parties agree that by entering into this Contract, the Contractor has assumed no contractual or other duties other than those specified in this Contract. The County waives and releases the Contractor and its officers, directors, employees, attorneys and other agents from any loss, cost, damage or liability related to the actual spill event, any damage caused by the spill event, the existing conditions at the West Point Treatment Plant existing prior to the execution of this Contract, or the spill cleanup.

- B. The Contractor shall not be liable to the County, whether as a result of actual or alleged breach of contract, guarantee, warranty, indemnity, tort (including negligence), or any other legal theory, for loss of use, loss of time, inconvenience, commercial loss, lost profits or anticipated business savings, wasted management time, claims of King County's customers for such damages or any other indirect, incidental or consequential damages in any way related to or arising from this Contract. However, the parties agree the foregoing limitation on indirect, incidental and consequential damages does not apply to or limit liability for: (a) injuries to persons and death; and (b) lost profits and all other damages arising from an intellectual property claim.

3.5 Right to Rely

The Contractor is entitled to rely upon and use any information provided by or through the County and its employees, agents and representatives, and, notwithstanding any other provision in the Contract, the Contractor is not responsible for any loss, cost or damage arising from such reliance or use.

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 AND PAYMENT OF A LIVING WAGE

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

In accordance with King County Ordinance 14823, 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. Absent authorization for delayed or alternative compliance, 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, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternative compliance.

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 to 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.

7.2 Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by 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 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 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 Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the 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 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 [Final Acceptance and/or Completion of the Project], the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:

- a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;
 - b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
 - c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
2. Notwithstanding subsection 1., funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

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 parties.

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

KING COUNTY

**INDEPENDENT ASSESSMENT OF
WEST POINT TREATMENT PLANT**

SCOPE OF WORK

This scope of work sets forth the tasks, milestones and costs that make up the work AECOM will perform to complete the independent evaluation of the February 9, 2017 incident at the West Point Treatment Plant that resulted in flooding the Plant and the release of combined flows of stormwater and wastewater into the Puget Sound.

The Project is based on an independent investigative team reviewing key elements of the event, which may include components such as interviews of staff involved in the daily operations of the plant, review of processes, procedures, training, maintenance records and other efforts necessary to conduct a thorough and complete inquiry to ascertain identifiable causes contributing to the failure.

The County's objectives are for an independent evaluation and analysis of, and reporting on:

- the flooding of the plant that occurred during the event, including flooding volume, sources, facility damage, threats to staff safety, and implications for facility operations and design
- the causes or contributing factors to the event, including but not limited to the weather, volumes of the combined flows of wastewater and storm water, failures and causes of such failures of equipment or systems, including but not limited to electrical, any wastewater treatment division operational protocol, procedure or practice, and any staff training, decisions and actions of the on-site crew during or leading up to the event
- a description and evaluation of the wastewater treatment division's immediate and subsequent responses to the event, including communications after the event to stakeholders and the public and internal reporting and tracking processes
- an evaluation of how the flooding of the plant could have been averted
- an evaluation of the plant's power systems, both leading to the plant, and within the plant, with any recommendations for opportunities to strengthen system redundancy and avoid power disruptions or abnormalities that may require emergency crew response
- a description of the environmental impacts from the discharge of untreated or minimally treated wastewater and storm water, including impacts related to wastewater bacteria, as well as metals and other toxins, associated with the event



- a description of the public health impacts resulting from the event
- recommendations of appropriate preventive approaches, strategies, practices or systems to avoid recurrence of extended suspensions of full operation of the wastewater treatment at the plant, consistent with the plant's National Pollutant Discharge Elimination System ("NPDES") permit and state and federal laws
- an evaluation of methods to relieve flow volumes at the plant during future heavy storm periods, including, but not limited to, flow diversion, infiltration/inflow control, increased system storage or green storm water infrastructure opportunities, or any other appropriate means
- a description and an evaluation of the wastewater treatment division's lessons learned from the event that will help avoid future extended suspension of full operation of the wastewater treatment at the plant, consistent with the plant's NPDES permit and state and federal laws
- a review of prior occasions at the plant involving effluent discharge pump shutdowns or operational interruptions over the past three years, describing the cause of each event, the outcome, whether any facility damages resulted, whether pump replacement or repair was required and whether corrective action was taken to avoid future such events
- any other findings or analysis the AECOM deems relevant or necessary for the council and the public to understand the causes and effectiveness of the response to the event and how to prevent a similar event in the future

AECOM's key team leaders for this Project are:

Nick Cooper, PhD, PE – Technical Director
Donald Champenois, Project Manager
Simon Hernandez – Mechanical/Pump Stations
Allen Randall – Electrical
William Dohmen – I&C SCADA
Sheba Hafiz - Process

These key team leaders will be co-located in Seattle as the project workflow and integration of Work Tasks demands. The AECOM's Project Manager will be located in Seattle until the end of June 2017. The Technical Director will be in Seattle approximately 50% of the time until the end of June 2017. Key team members will be in Seattle to perform data collection and interdisciplinary analysis. Key team leaders will attend and participate in the HAZOP workshop. Interviews with Plant staff will be done in person and led by the appropriate key team leader. No key team leader may be replaced without consultation with the County and without the County's prior written consent.

Specific Tasks planned for this Contract are as follows:



Task 0. Project Management – Provide project management services to track and manage the scope, schedule, and budget for the schedule of 14 weeks. The PM team consists of the Technical Director and Project Manager. Project management services include:

- Document control and document security
- Monthly invoices with list of milestones achieved and deliverables accepted sent via email to with the King County Project Manager ("KC PM")
- Coordination of work activities and communication with KC PM
- Weekly progress reporting to KC PM via email

Deliverables:

- Work Plan
Weekly Email Project Updates
- QA/QC documentation to be provided with the Final Report.

Task 1. Meetings/Workshops – Conduct / assist in the following meetings and workshops with King County staff during the execution of the work:

- Project Kickoff led by PM team () in Seattle.
- Weekly progress meetings– held in person with KC PM and/or by conference call
- HAZOP Workshop (PM team + key team leaders) – HAZOP is a Hazard and Operability technique which is a primary risk assessment technique used in the process industries. This collaborative workshop shall involve key Wastewater Treatment Division ("WTD") managers and operations managers, and King County representatives
- Council Presentation led by PM team; anticipated to occur on June 7, 2017. The purpose of this presentation is to give an overview of AECOM, provide a discussion of the team qualifications and team experience and discuss the HAZOP process. In an effort to maintain the integrity and independence of the evaluation, as well as to allow for appropriate quality assurance and quality control of the evaluation, AECOM will not be providing results or recommendations during this presentation.
- Two additional Council Presentations led by PM team. These presentations are anticipated to occur in July of 2017 and will be focused on results of the evaluation and on recommendations.

Deliverables:

- **Three Council Presentations by the PM team.**

Task 2. Data Collection and Review – AECOM shall perform data collection and review, including the following components:

- On-site interviews with O&M staff
- Review of data including:



- Failure reports
- Maintenance work orders
- SCADA / operations and monitoring historical data
- Review of As-Built Drawings vs. actual condition of facilities
- O&M manuals, process control narrative
- Emergency Response Plan(s)
- CMMS data
- Plant master plan reports and county sewer system plans
- Other pertinent information as available

Data collected during CH2M's root cause analysis will be considered in this evaluation. While CH2MHill's analysis may be considered, determinations reached by AECOM regarding the event and AECOM's recommendations will be independent of the CH2MHill's analysis.

Deliverables:

- Data Request
- Data Summary – to be included in the Final Report as an appendix.
- Data Evaluation – to be included in the Preliminary Draft Product and the Final Report

Task 3. Incident Impact Analysis – AECOM shall perform a review and analysis of other contributing factors and impacts, to the extent that information is readily available to assess these issues. The evaluation will include:

- a. Operational and Administrative performance
- b. Environmental and Health Aspects – this will be a summary of work WTD is conducting and possible recommendations for additional studies
- c. Regulatory compliance and reporting – this will be a summary of work WTD is conducting

Deliverables:

- The results of this work will be included in the Preliminary Draft Product and Final Report.

Task 4. HAZOP Workshop – AECOM will lead a HAZOP analysis of key processes and unit operations to determine which, in the event of failure, pose the greatest risks to operator safety and plant operations. The analysis itself is performed during data collection and review, but concludes with a workshop (up to two days) with King County representatives, and WTD managers and operations managers. The workshop will conclude with preparation of a report outlining the potential failure mechanisms and their relative risks.

Deliverables:

- HAZOP agenda



- Results of the HAZOP will be included in the Preliminary Draft Product and Final Report

Task 5. Determinations and Recommendations – AECOM will provide recommendations for actions to take and strategies adopt so that King County can prevent major failure in the future. Some components of this task include:

- Determination of failure mechanisms for the February 9, 2017 event
- Development of recommendations to improve overall system reliability
- Development of a path forward and setting of priorities

Deliverables:

- Determinations and Recommendations will be provided in Preliminary Draft Product and Final Report

Task 6. Reporting – AECOM will prepare the reports as key deliverables for this Independent Assessment. Reports will be submitted in electronic format. Key deliverables include:

- Three Council Presentations
- Preliminary Draft Product for KC staff review
- Final Document
- Graphic support for up to three press releases
- Follow-up report to Final Report in order capture items not complete by June 15, 2017

SCHEDULE, MILESTONES, AND REIMBURSEMENT

AECOM will achieve the milestones, and prepare and submit to the KC PM the following deliverables. These milestones and deliverables that comprise the basis for payment-are shown the table below.

Milestones/Deliverable	Schedule Assuming Notice to Proceed on April 24, 2017	REIMBURSEMENT for MILESTONES ACHIEVED and DELIVERABLES ACCEPTED
Project Kickoff Meeting	April 25, 2017	\$0
Data request list	At Project Kickoff meeting	\$0
HAZOP Workshop	Approximately 4 weeks after NTP	\$167,500

Milestones/Deliverable	Schedule Assuming Notice to Proceed on April 24, 2017	REIMBURSEMENT for MILESTONES ACHIEVED and DELIVERABLES ACCEPTED
Council Presentation	June 7, 2017 (date tentative, set by King County)	\$104,700
Preliminary Draft Product – for KC staff review	June 15, 2017	\$0
Final Report	June 30, 2017 (date tentative, set by King County)	\$104,700
Follow-up Report	July/August 2017 (date not set – only if needed)	\$20,900
Two Council Presentations to Discuss Determinations and Recommendations	July 2017	\$20,900

Total not to exceed contract amount is \$418,700

AECOM agrees that the amount for reimbursement for each milestone achieved and deliverable accepted as listed in the table above shall be the entire amount of compensation to which AECOM is entitled and the County shall not be liable for any additional costs that AECOM may incur in achieving the milestone. The costs for performing all the Tasks, including but not limited to Task 0 (project management services), are imbedded in the reimbursement amounts listed in the table above. Payment for shall be 30 days after an invoice is received for achieved milestones and accepted deliverables. There will not be partial payment for progress towards milestones or percent complete of deliverables.



King County Consultant Disclosure



King County

Department of Executive Services
Board of Ethics
CNK-ES-0215
401 Fifth Ave., Suite 215
Seattle, WA 98104
206-263-7821 Fax 206-296-4329
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-0215, 401 Fifth Avenue, Suite 215, 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.
Incomplete forms will be returned.**

Today's Date April 24, 2017

Contract Number 5935175 Amount of Contract 418,700

Consultant's Name AECOM Tecnical Services

Address 1111, 3rd Ave, Suite #1600 Phone Number 2064382700

City Seattle State Washington ZIP Code 98101

Effective Date of Contract April 24, 2017 Expiration Date of Contract Dec 31, 2017

Type of Services Contracted Investigation

Contracting County Dept. King County Council Division _____

County Contact Person Elizabeth Hill

Contact Work Phone 2064771058 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 Attachment A			

6. List any position(s) 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 disclosed above? If so, please explain.

If none, check this box

see Attachment B

Declaration

I, Sujan Punyamurthula (print name), declare under penalty of perjury under the laws of the State of Washington that the foregoing is true, complete, and correct.

Signature _____ Title Senior Vice President

Signed this 24 day of APRIL (month), 2017.

at Seattle (city) WA (state)

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

Attachment A
to
King County Consultant Disclosure Form
Response to Question 5

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.

Contract No	Type of Services Provided	Amount Paid to Consultant	Period of Performance	County Department and Division
P00310961	Contaminated Sediments Feasibility Study	\$11,000,000.00	2004–ongoing	DNR, SWD
	Multiyear Capital Program Project and Construction Management Services	NTE \$450,000/annum	2006-ongoing	Library System
E00131E08	Work Order-Based Consulting Engineering Services for Airport Projects	\$493,328.99	March 2009–Sept. 2015	Transportation/Airports
E00140E08	Design and Engineering Services for Taxiway Alpha Rehabilitation	\$4,184,532.00	March 2009–April 2016	Transportation/Airports
E00129E08	Work Order Based Electrical Engineering Services for Solid Waste Management	\$82,001.00	July 2009–Dec. 2012	DNR, WSD
P00064P09	Work Order Based Construction Management Services for Transit Facilities Projects	\$222,388.95	Feb 2010–Jun 2016	Transportation Dept. - Metro Transit Division
P00065P09	Work Order Based Capital Project Management Support Services	NTE \$500,000	Aug. 2010–ongoing	Executive Services, Facilities Management
E00181E10	Engineering Airport Planning (2010 Work Order Contract - Federal)	\$10,689.70	April 2011–Oct. 2014	Transportation/Airports
E00204E10	Engineering Airport Planning (2010 Work Order Contract)	NTE \$500,000	Jan. 2011–April 2016	Transportation/Airports
E00180E10	Site Selection, Environmental Assessment and Property Acquisition Services for King County Recycling and Transfer Station Projects	NTE \$1,485,467	May 2012–ongoing	DNR, WWT
E00272E12	Multi-Disciplinary Engineering Services Work Order for King County International Airport	\$451,937.12	Mar. 2013–Mar. 2016	Transportation/Airports
E00286E12	Environmental Control Systems	NTE \$2,623,679.24	2013–ongoing	DNR, Solid Waste
P1122900-2	Cedar Hills Regional Landfill Pipeline Weld Review	\$4,990.00	04/14	DNR, Solid Waste
E00308E13	Design and Construction Services for a New Aircraft Rescue and Firefighting (ARFF) Facility at KCIA	NTE \$1,476,174.74	July 2014–ongoing	Transportation/Airports
E00343E14	Work Order Multidisciplinary Engineering Services For King County International Airport	NTE \$500,000	May 2015–ongoing	Transportation/Airports
5900438	KCIA Stormwater Pipes Study	NTE \$27,138.00	Dec. 2016–ongoing	King County
5901892	KCIA Stormwater Capacity Study - Phase I	NTE \$48,025.00	Dec. 2016–ongoing	King County

Attachment B
To
King County Consultant Disclosure Form
Response to Question 7

Ann Campbell, AECOM Senior Graphics Illustrator and Designer, is the wife of Kyle Ashton, King County Metro Transit Operator.

Anne Symonds, AECOM Senior Project Manager, is sister of Bruce Crawford, King County Engineer

Jim Steffek, AECOM Project Controls Manager, is the husband of Laura Preftes, King County Contract Specialist II, Business Development and Contract Compliance.

Patricia Coughlin, AECOM Project Controls, is the domestic partner of Everett Grace, King County Metro Transit Operator.

Paul Kalina, AECOM Senior Project Manager, is the brother of Lynne Kalina, Senior Deputy Prosecuting Attorney.

Robert Osmanson, AECOM Aviation Planner, is the husband of Ken Osmanson, King County Abstract Analyst/Technician.

Insurance Certificates and Policy Endorsements

POLICY NUMBER: GLO 5965891-09

COMMERCIAL GENERAL LIABILITY
 CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Only those where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ONLY THOSE WHERE REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.