



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

FCDEC Motion

Proposed No. FCDECM2019-01.1

Sponsors

1 A MOTION authorizing the chair to enter into a contract
2 for professional services to conduct extended scoping for
3 the Lower Green River Corridor Flood Hazard
4 Management Plan programmatic environmental impact
5 statement.

6 WHEREAS, Resolution 2016-05.2 expressed the District's desire to move
7 forward with a Lower Green River Corridor Plan and State Environmental Policy Act
8 programmatic environmental impact statement, and

9 WHEREAS, the District Executive Director extended the public comment period
10 for scoping the programmatic environmental impact statement in order to provide
11 additional opportunities for public comment, and

12 WHEREAS, the public scoping period is currently underway and requires timely
13 professional services to conduct extended outreach and to prepare a public comment
14 summary report, and

15 WHEREAS, Parametrix is available to perform the services needed by the District
16 for extended scoping, and

17 WHEREAS, Parametrix previously responded to the request for proposal issued
18 by the District in 2016, was interviewed by the District in 2017, and is qualified to
19 perform the services desired by the District, and

20 WHEREAS, the Executive Committee has reviewed and recommended the scope
21 of work and budget to be performed by Parametrix;

22 NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE COMMITTEE
23 OF THE KING COUNTY FLOOD DISTRICT:

24 SECTION 1. The chair of the King County Flood Control Zone District is
25 authorized to enter into an agreement with Parametrix to conduct programmatic
26 environmental impact statement extended scoping services. The contract is contained in
27 Attachment A to this motion.

28 SECTION 2. For purposes of this contract the Executive Committee authorizes a
29 contract budget not to exceed a total of \$94,027.83.

30 SECTION 3. The Executive Director is further authorized to negotiate a separate
31 contract with Parametrix for professional services to prepare a draft programmatic

- 32 environmental impact statement for the Lower Green River Corridor Flood Hazard
33 Management Plan programmatic environmental impact statement.
34

FCDEC Motion FCDECM2019-01 was introduced on and passed by the King County Flood Control District Executive Committee on 2/27/2019, by the following vote:

Yes: 3 - Ms. Lambert, Mr. Dunn and Mr. Upthegrove

No: 0

Excused: 1 - Mr. von Reichbauer

KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON



Reagan Dunn, Chair

ATTEST:



Melani Pedroza, Clerk of the Board



Attachments: A. Contract for Consultant Services King County Flood Control Zone District

**CONTRACT FOR CONSULTANT SERVICES
KING COUNTY FLOOD CONTROL ZONE DISTRICT**

This Contract is entered into by and between the King County Flood Control Zone District, a municipal corporation ("District") and Parametrix, Inc., whose principal office is located at 719 2nd Avenue, Suite 200, Seattle, WA 98104 ("Consultant").

WHEREAS, the District desires to have certain services performed for its citizens; and

WHEREAS, the District has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Contract. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The District shall pay the Consultant:

[Check applicable method of payment]

X According to the rates set forth in Exhibit "B."

X A sum not to exceed \$94,027.83.

 Other (describe): _____

The Consultant shall complete and return to the District Exhibit "D," Tax Identification Number, prior to or along with the first billing invoice. The District shall pay the Consultant for services rendered within ten (10) days after Board voucher approval.

3. Duration of Contract. This Contract shall be in full force and effect for a period commencing on February 27, 2019 and ending June 30, 2019, unless sooner terminated or extended under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the District, shall be the property of the District whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the District agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Contract. The Consultant will be solely responsible for its acts and for the acts of its officers, officials, employees, sub-consultants and agents during the performance of this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification. Subject to the limitations in RCW 4.24.115, the Consultant shall defend, indemnify, and hold harmless the District, its officers, officials, employees, and agents from any and all damages, claims, demands, suits, actions, costs, fines, penalties and liability of any kind, including attorneys' fees (collectively referred to as "Damages"), arising in whole or in part from any negligent acts, errors or omissions of the Consultant, its officers, officials, employees, sub-consultants, and agents in the performance of this Contract. However, if any Damages are caused by or result from the concurrent negligence of the Consultant, its officers, officials, employees, sub-consultants and agents, and the District, its officers, officials, employees, or agents, the Consultant's liability shall be only to the extent of the Consultant's negligence. The foregoing indemnity is specifically and expressly intended to constitute the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated. The provisions of this Section shall survive the expiration or termination of this Contract.

7. Insurance. The Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its officers, officials, employees, and agents.

A. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The District shall be

named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the District. Any insurance, self-insurance or insurance pool coverage maintained by the District shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Verification of Coverage. The Consultant shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Contract. The Consultant shall also maintain such other records as may be deemed

necessary by the District to ensure proper accounting of all funds contributed by the District to the performance of this Contract.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Contract, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the District.

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

10. Termination.

A. The District reserves the right to terminate or suspend this Contract at any time, with or without cause, upon ten (10) business days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Contract shall promptly be submitted to the District.

B. In the event this Contract is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Contract may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Contract.

D. The Consultant reserves the right to terminate this Contract with not less than ten (10) business days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the District from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Contract, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Contract without the prior written consent of the District.

13. Conflict of Interest. The Consultant represents to the District that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the District.

14. Confidentiality. All information regarding the District obtained by the Consultant in performance of this Contract shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, the District will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Contract will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the District in the event that the terms of the provision are effectuated.

16. Entire Contract. This Contract contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind either of the parties. Either party may request changes to the Contract. Changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

17. Notices. Notices to the District shall be sent to the following address:

Michelle Clark, Executive Director
516 Third Avenue, Room 1200, W-1201
Seattle, WA 98104
206-477-2985
Michelle.Clark@kingcounty.gov

Notices to the Consultant shall be sent to the following address:

Jeff Peacock, President and CEO
719 2nd Avenue, Suite 200
Seattle, WA 98104
206-394-3700
JPeacock@parametrix.com

18. Applicable Law; Venue; Attorneys' Fees. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Contract, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.


19. Severability. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the District and the Consultant, who agree that the Contract shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

KING COUNTY FLOOD
CONTROL ZONE DISTRICT



Reagan Dunn, Chair
King County Flood Control Zone District

CONSULTANT



Jeff Peacock, President & CEO
Parametrix, Inc.

STEVEN K. AISAKA
DIRECTOR OF RISK MANAGEMENT
PARAMETRIX, INC.

EXHIBIT C
KING COUNTY FLOOD CONTROL ZONE DISTRICT BILLING INVOICE

To: King County Flood Control Zone District
Michelle Clark, Executive Director
516 Third Avenue, Room 1200, W-1201
Seattle, WA 98104
Phone: (206) 477-2985
michelle.clark@kingcounty.gov

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: (). _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For District Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT D
KING COUNTY FLOOD CONTROL ZONE DISTRICT

Michelle Clark, Executive Director
516 Third Avenue, Room 1200, W-1201
Seattle, WA 98104
Phone: (206) 477-2985
michelle.clark@kingcounty.gov

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the King County Flood Control Zone District ("District"), the consultant must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the District to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the District prior to or along with the submittal of the first billing invoice.

Please complete the following information request form and return it to the District prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☒ Corporation ☐ Partnership ☐ Government Consultant
☐ Individual/Proprietor ☐ Other (explain)

TIN No.: 91-6914810
Social Security No.: _____
Print Name: Jean N. Johnson
Title: Sr. Contracts Admin.
Business Name: Parametrix Inc.
Business Address: 719 2nd Ave, Ste 200
Seattle, WA 98104
Business Phone: 206/344-3700
Date: March 8, 2019