



King County

Metropolitan King County Council Committee of the Whole

STAFF REPORT

Agenda Item No.: 8

Date: 5 Nov 2007

Motion No.: 2007-0537

Prepared by: Mark Melroy

SUBJECT

Retention of an independent consultant to provide technical assistance to the Auditor's Office in implementing the Capital Project Oversight pilot program.

BACKGROUND

The 2007 Budget Ordinance, No. 15652, appropriated funds for a pilot project within the King County Auditor's Office to provide independent and expert oversight of King County's major capital construction projects. The county subsequently engaged the services of PMA Consultants, LLC, with Saybrook Associates, Inc. as a subcontractor (referred to collectively here as "the PMA Team"), to design a model for the Council's oversight.

The next phase of the pilot project involves putting oversight processes and systems into place, advertising and hiring the key staff, carrying out interim oversight activities, and establishing an initial reporting system. In order to move forward on the pilot project in the most expeditious manner, the King County Auditor's Office proposes to contract with the PMA Team. Additional details are provided in a contract summary and scope of work prepared by the Auditor's Office, which are Attachment 2 to this staff report.

The Auditor's Office has sought and received a waiver from standard procurement procedures in order to retain the PMA Team, because they are uniquely qualified to assist the Auditor's Office and the use of another vendor would likely be more costly since they would have to start from scratch in learning about the models that the PMA Team already understands in depth.

Motion 10651, Section III, as amended, and OR 1-020 require council authorization for the council chair to sign any contract in excess of twenty-five thousand dollars.

SUMMARY OF PROPOSED LEGISLATION

Proposed Motion 2007-0537 would authorize the Council chair to enter into a contract, in an amount not to exceed sixty thousand dollars, with PMA Consultants, LLC, to provide technical assistance on capital project oversight implementation. The proposed contract is Attachment 3.

INVITEES

1. Larry Brubaker, Senior Principal Management Auditor, King County Auditor's Office

ATTACHMENTS

1. 2007-0537 Proposed Motion (p. 3 of these materials)
2. Contract Summary and Scope of Work (p. 7)
3. Proposed Contract (p. 13)



KING COUNTY

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

November 2, 2007

Motion

Proposed No. 2007-0537.1

Sponsors Constantine

1 A MOTION authorizing the chair of the council to enter
2 into a contract for an independent consultant to provide
3 technical assistance to the Auditor's Office in
4 implementing the Capital Project Oversight pilot program.

5
6 WHEREAS, the metropolitan King County council adopted the 2007 Budget
7 Ordinance 15652, appropriating funds for a pilot project within the King County
8 Auditor's Office to provide independent and expert oversight of King County's major
9 capital construction projects, and

10 WHEREAS, the King County engaged the services of PMA Consultants, LLC,
11 with Saybrook Associates, Inc. as a subcontractor, (the PMA Team) to design a model for
12 the Council's oversight of major capital project, and

13 WHEREAS, the next phase of the pilot project involves putting oversight
14 processes and systems in place, advertising and hiring the key staff , carrying out interim
15 oversight activities and establishing an initial reporting system, and

16 WHEREAS, it is the intention of the King County Auditor's Office to move
17 forward on capital project oversight pilot project in the most expeditious manner by
18 contracting with the PMA Team, and

19 WHEREAS, the King County Auditor's Office sought and received a waiver from
20 standard procurement procedures in order to procure consulting services from the PMA
21 Team because they are uniquely qualified to assist KCAO and the use of another vendor would
22 likely be more costly since they would have to start from scratch in learning about the models
23 which the PMA/Saybrook team already understands in depth, and

24 WHEREAS, Motion 10651, Section III, as amended, and OR 1-020 requires the
25 council to authorize the council chair to sign any contracts in excess of twenty-five
26 thousand dollars;

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

28 The chair of the metropolitan King County council is authorized to enter into a
29 contract, in an amount not to exceed sixty thousand dollars, with PMA Consultants, LLC
30 to provide technical assistance on capital project oversight implementation.

31

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

Attachments None

Contract T02779T
Technical Assistance on Capital Project Oversight (CPO) Implementation

The County Auditor's Office hired a team of consultants (PMA and Saybrook) to help us design a capital project oversight model. The consultant's report, presented to the council on August 31, 2007, identified changes to be initiated by the executive, the council, and the auditor's office.

The auditor's office received a waiver from Procurement to contract with the same consultants to assist our office with implementation of the Capital Project Oversight pilot program. The consultants will also help with the recruitment and hiring of the CPO manager.

Attached scope of work for this contract identifies the project's nine major work components:

1. Assist in hiring process for Oversight Manager
2. Provide orientation to Oversight Manager.
3. Assist the Oversight Manager in creating procedures, guidelines, workflows, and communication protocols.
4. Follow-up work on creating the initial, basic reporting system for projects of interest.
5. Make a specific, detailed recommendation on the time commitment, work activities and approach for audit staff/or a consultant to provide oversight of the ISP project through its completion.
6. Assist in developing a scope of work document to allow KCAO to select an ABT consultant that will review select deliverables of the ABT project team.
7. Finalize process and tools used to identify high risk projects.
8. Develop a critical path schedule and estimate for the entire capital project oversight implementation process and refine or update it as needed.
9. Other technical assistance as needed and as mutually agreed upon by the County Auditor and the Consultants.

Exhibit A

Scope of Work

Overview of Capital Project Oversight Program: The King County Auditor's Office (KCAO) is planning a phased implementation of a capital project oversight model in an effort to resolve longstanding issues related to project overruns and the adequacy and timing of capital project information. This phased approach will focus on two elements: (a) putting oversight processes and a basic reporting system in place, and (b) hiring the key staff (Oversight Manager and, eventually, Oversight Specialists) that will be guiding the oversight process into the future. The new Oversight Manager will be brought on as soon as possible to allow him/her to influence final decisions about the oversight processes and reporting system configuration and use. The Scope of Work for consultant assistance set forth below is one part of KCAO's effort to implement the Capital Project Oversight Program.

Scope of Work

The scope of work for this project has nine major work components, each containing several subcomponents:

1. Assist in hiring process for Oversight Manager
 - In collaboration with KCAO staff, develop a timeline for hiring the Oversight Manager.
 - Refine position description and qualifications as needed for advertising and make compatible with any King County requirements.
 - Identify publications and organizations where KCAO should advertise for OM candidates (KCAO staff will identify any county requirements or policies regarding advertising – e.g., minority community newspapers).
 - Design selection process (any scoring to be done, types of interviews, participants).
 - Participate in interviews and selection process (to coincide with site visit work in relation to work component 4 below).
2. Provide Orientation to Oversight Manager.
 - Review with Oversight Manager in detail the oversight model from Part A Report.
 - Review in detail the Implementation Plan from Part B Report.
 - Review and explain specific tools and reports.
 - Brief and train OM regarding the initial, basic reporting system (see work component 3 below).
3. Assist the Oversight Manager in creating procedures, guidelines, workflows, and communication protocols that reflect the unique requirements of KCAO's legislative oversight model as well as industry best management practices.

Based on the communication framework initially established in the King County Capital Project Oversight Reports A & B, the consultant will begin the development of general communication protocols and tools, and then work with the Oversight Manager in finalizing them. One of the tools to be developed is a capital project communication matrix that can later be filled in and modified by the Oversight Manager to include information required for each stakeholder based on identified roles and responsibilities and preferences of the stakeholder for receiving information. The consultant shall also develop draft standard report formats for use in communicating capital project information.

The consultants shall also advise the Oversight Manager on:

- Defining the intent of the various oversight communications and differentiate levels of importance.
- Determining the methods of communication to be used.
- Determining the frequency of planned communication.
- Identifying requirements for scheduling hearings, meetings, and briefings for presenting quarterly capital project status reports, trend reports, and other project phase completion reports, annual CPO performance reports, and other information to elected officials and other stakeholders.
- Ensuring that records of communication, including draft reports and other confidential communications, are appropriately maintained consistent with public disclosure laws.
- Coordinating with King County staff and departments as needed to accomplish goals.

4. Follow-up work on creating the initial, basic reporting system for projects of interest:
 - Continue work with the Office of Management and Budget to determine if project management functions can be integrated into the new capital budgeting system under development.
 - Initiate work with the current oversight consultants, URS on the Integrated Security Project (ISP) project, and staff associated with Accountable Business Transformation (ABT), to have them provide basic reporting information on the current four projects of interest to the Council (ISP, ABT, Brightwater, and Ninth and Jefferson Building).
 - Begin populating the reports with the data that will be initially needed by the OM.
5. Make a specific, detailed recommendation on the time commitment, work activities and approach for audit staff/or a consultant to provide oversight of the ISP project through its completion.

6. Assist in developing a scope of work document to allow KCAO to select an ABT consultant that will review select deliverables of the ABT project team. This scope of work shall provide specific guidance to the ABT consultant on the kinds of matters that should be reviewed, and for which the consultant should be alerted to, on this type of information technology project.
7. Finalize process and tools used to identify high risk projects. Work with agencies to develop specific criteria unique to their situation. Pilot test and resolve issues until functional.
8. Develop a critical path schedule and estimate for the entire capital project oversight implementation process and refine or update it as needed.
9. Other technical assistance as needed and as mutually agreed upon by the County Auditor and the Consultants.

Budget

The budget for this Scope of Work is a maximum of \$60,000.

Disclosure Requirements

The Consultants and any employee, subcontractor, or subject matter expert who would work on this project shall fully disclose any existing relationships with King County departments or personnel and any previous contracts with King County. The Consultant must sign a form prepared by the King County Auditor attesting to the absence of impairments to perform on this project in an objective and independent capacity.

Consistent with the County Auditor's Office Policies and Procedures, the Consultants will also participate in a working paper review process and adhere to other Auditor's Office protocols for the development, publication, and presentation of project deliverables.

Reporting

The Consultant shall report its progress on each component and identify any issues or problems encountered or anticipated to the County Auditor's designated Project Manager on a monthly basis and in a mutually agreed upon format.

Deliverables and Schedule

- The Consultant shall provide status reports to the Project Manager monthly and follow up on questions arising from the status reports, as requested.
- The Consultant shall be available to work on site for a minimum of 10 days to accomplish major work components.
- The estimated level of effort, tentative due dates and estimated costs, that the \$60,000 not to exceed price is based on, are shown in the chart below:

Scope Items	Schedule of Deliverables and Due Dates	Estimated # Hours	Tentative Due Dates	Estimated cost at \$235/hour
1	Assist in hiring Oversight Manager	16	Dec-07	\$ 3,760
2	Provide orientation to OM	10	Jan-08	\$ 2,350
3	Assist OM in creating procedures & communication protocols	40	Mar-08	\$ 9,400
4	Creating and populating intital reporting system	48	Feb-08	\$ 11,280
5	Recommend activities and approach to ISP on-going oversight	16	Feb-08	\$ 3,760
6	Draft scope for ABT oversight to review deliverables	24	Mar-08	\$ 5,640
7	High Risk Project Tool Refinement	32	Feb-08	\$ 7,520
8	Develop and update critical path schedule and estimate	8	As incurred	\$ 1,880
9	Other technical assistance as mutually agreed	48	As incurred	\$ 11,280
NA	Project management	10	As incurred	\$ 2,350
	Total	252		\$ 59,220

Non-Construction ("T, H, M") Contract Routing Form



Department of Executive Services
 Finance and Business Operations Division
Procurement and Contract Services Section
 206-684-1327 TTY Relay: 711
 Fax 206-684-1486

CONTRACT#	RFP/Q #	KING COUNTY AGENCY
T02779T	n/a	Council/Auditor's Office
PHONE	MAILSTOP	CONTACT PERSON
(206) 296-1655	KCC-CC-1033	Larry Brubaker
CONTRACTOR		\$ AMOUNT
PMA Consultants LLC		\$60,000

Have waivers been granted for this amendment? *Yes No

* If YES then Waiver must accompany this contract.

WAIVER #:	START DATE	END DATE
2007-560	10/15/07	06/30/08

CONTRACT DESCRIPTION

Provide technical assistance on Capital Project Oversight implementation

RUSH/ WALKING-THROUGH (Complete only when rush status is required.)

Explanation:

Dept. Dir./Div. Mgr. Signature

Month/Day/Year

ROUTING RECORD			
N/A	Date Rec'd	Reviewing Agency	Date Sent
<input type="checkbox"/>	10/31/07	Originating Dept.	eteh
<input type="checkbox"/>	11	Risk Mgnmt.	
<input type="checkbox"/>	11/11/07	PA's Office	Thomas Wobuffel
<input type="checkbox"/>	10/31/07	BDCC Office	May C Brumley
<input type="checkbox"/>	11	Procurement	

Non-Construction ("T, H, M") Contract Routing Form



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1327 TTY Relay: 711
Fax 206-684-1486

CONTRACT#	RFP/Q #	KING COUNTY AGENCY
T02779	n/a	Council/Auditor's Office
PHONE	MAILSTOP	CONTACT PERSON
(206) 296-1655	KCC-CC-1033	Larry Brubaker
CONTRACTOR	\$ AMOUNT	
PMA Consultants LLC	\$60,000	

Have waivers been granted for this amendment? Yes No

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Explanation:

Dept. Dir./Div. Mgr. Signature

Month/Day/Year

ROUTING RECORD

N/A	Date Rec'd	Reviewing Agency	Date Sent
[]	10/13/07	Originating Dept.	10/13/07
[]	/ /	Risk Mgnmt.	11/1/07
[]	/ /	PA's Office	/ /
[]	/ /	BDCC Office	/ /
[]	/ /	Procurement	/

Contract for Technical Services 2007



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1327 TTY Relay: 711
Fax 684-1486

Contract No.:	T02779T	Department:	Council/Auditor's Office
Federal Taxpayer I.D.:	38-3327768	Consultant:	PMA Consultants LLC
Amount:	\$ 60,000	Fund Source:	King County
Duration:	October 15, 2007	To:	June 30, 2008
Services Provided:	To provide technical assistance on Capital Project Oversight implementation.		

THIS CONTRACT is entered into by **KING COUNTY** (the "County"), and **PMA Consultants LLC** (the "Consultant"), whose address is **3800 N. Central Avenue, Suite 570, Phoenix, AZ 85012**. The County is undertaking certain activities related to **technical assistance on Capital Projects Oversight implementation**, and the County desires to engage the Consultant to render certain services in connection with such undertakings of the County,

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

I. SCOPE OF SERVICES

The Consultant shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

- | | | |
|--|----------------------------|---|
| <input checked="" type="checkbox"/> Scope of Services | Attached hereto as Exhibit | A |
| <input type="checkbox"/> RFP No. (waived) | Attached hereto as Exhibit | B |
| <input type="checkbox"/> Response to RFP | Attached hereto as Exhibit | C |
| <input checked="" type="checkbox"/> Consultant Disclosure Form (K.C.C. 3.04) | Attached hereto as Exhibit | D |
| <input checked="" type="checkbox"/> Equal Benefits Compliance Declaration | Attached hereto as Exhibit | E |
| <input checked="" type="checkbox"/> Personnel Inventory Report (K.C.C. 12.16) | Attached hereto as Exhibit | F |
| <input checked="" type="checkbox"/> Affidavit of Compliance (K.C.C. 12.16) | Attached hereto as Exhibit | G |
| <input checked="" type="checkbox"/> Disability Assurance of Compliance/Section 504 | Attached hereto as Exhibit | H |
| <input checked="" type="checkbox"/> Statement of Compliance (K.C.C. 12.16) | Attached hereto as Exhibit | I |
| <input checked="" type="checkbox"/> Certificate(s) of Insurance and Policy Endorsement | Attached hereto as Exhibit | J |
| <input checked="" type="checkbox"/> Waiver (if applicable) | Attached hereto as Exhibit | K |
| <input checked="" type="checkbox"/> W9 Form (if required) | Attached hereto as Exhibit | L |
| <input type="checkbox"/> List of Sub-consultants and/or Suppliers (if applicable) | Attached hereto as Exhibit | M |
| <input type="checkbox"/> Final Affidavits of Amounts Paid (if applicable) | Attached hereto as Exhibit | N |
| <input type="checkbox"/> | Attached hereto as Exhibit | |

II. DURATION OF CONTRACT

This Contract shall commence on the 15th day of October, 2007, and shall terminate on the 30th day of June, 2008, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Consultant for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$60,000, payable in the following manner:

As each deliverable listed in Exhibit A is satisfactorily completed in the estimation of the county auditor, payment will be made for that work in the amounts listed in Exhibit A.

- B. The Consultant shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) calendar days of completion of the Scope of Services. Unless waived by the County in writing failure by the Consultant to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Consultant for the amount set forth in such invoice or any subsequent invoice.
- C. If the Consultant fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Consultant until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section IV below.

IV. TERMINATION

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV (B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

V. MAINTENANCE OF RECORDS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County department or division shall be responsible for determining if the combined financial assistance is equal to or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

VI. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any

manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Subsections A, B, C, and D.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Sub-consultant or between Sub-Consultants that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

VIII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Consultant is an independent consultant, and neither the Consultant nor its officers, agents or employees are employees of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Consultant, its employees and/or others by reason of this Contract. The Consultant shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Consultant of work, services, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the consultant, its officers, employees, sub-consultants of any tier and/or agents. The Consultant agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, sub-consultants of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Consultant, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

IX. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by the Consultant, its agents, representative, employees, and/or sub-consultants. The Consultant or sub-consultant shall pay the cost of such insurance. The Consultant may furnish separate certificates of insurance and policy endorsements from each sub-consultant as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant 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 Consultant under this contract. The Consultant 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 Agreement.

B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88 or its equivalent) covering **COMMERCIAL GENERAL LIABILITY** including Products and Completed Operations.

2. Professional Liability:

Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided.

3. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

5. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Consultant shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors and Omissions: \$NA Per Claim and in the Aggregate
3. Automobile Liability: \$NA combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency.

5. Employers' Liability or "Stop Gap" coverage: \$1,000,000

D. Deductibles and Self-Insured Retentions

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 Consultant's liability to the County and shall be the sole responsibility of the Consultant.

E. Other Insurance Provisions

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

1. All Liability Policies except Workers Compensation and Professional Liability:
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
 - c. The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All Policies:
 - a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise accepted by the County:

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 of the foregoing policies fail to meet minimum requirements, the Consultant 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.

G. Verification of Coverage

The Consultant shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Consultant shall specifically state that the activities required under Contract #T027791 are included under this policy.

H. Sub-consultants

The Consultant shall include all sub-consultants as insureds under its policies, or shall require separate certificates of insurance and policy endorsements from each sub-consultant. Insurance coverages provided by sub-consultants as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

X. CONFLICT OF INTEREST

King County Code 3.04.120 requires that anyone entering into a consulting/technical services contract with a value of more than \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive. The selected consultant agrees to the conditions of King County Code 3.04.120 and shall provide a Consultant Disclosure Form. King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Further information regarding King County's Ethics policies may be obtained by contacting the King County Ethics Board at the address below:

King County Ethics Board
900 Fourth Avenue, Suite 860
Seattle, WA 98164
206-296-1586 TTY: Relay 711

XI. EQUAL BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS

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

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 4.19) and related administrative rules are incorporated herein by reference. They are also available online at:
<http://www.metrokc.gov/procurement/forms/eb.aspx>.

XII. PART 1 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16, 12.17 and 12.18 are incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Consultant 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 sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, creed, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Compliance with Laws and Regulations. The Consultant 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, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987. The Consultant shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- D. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities - King County encourages the Consultant to utilize small businesses, including Small Contractors and Suppliers (SCSs) and Minority-owned and Women-owned Businesses Enterprises (M/WBEs) in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCSs and M/WBEs:
 1. Inquire about King County's Contracting Opportunities Program. Application materials are available at the following Web-site address:
<http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm>. Telephone 206-205-0711, TTY: Relay 711, for more information
The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors or Suppliers (SCSs) using rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms SCS certified by King County's Business Development and Contract Compliance Office.
A "Small Contractor or Supplier" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750K dollars.
A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as the Directory of Certified Firms, may be obtained by visiting the King

County's Contracting Opportunities Program Web-site address:
<http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at 206-205-0711.

2. King County's Directory of Certified Small Contractors or Suppliers (SCSs) as an available resource to identify small businesses. The directory is available on the King County Contracting Opportunities Program Web site at the following address:
<http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at 206-205-0711, TTY: Relay 711.
 3. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified M/WBEs by visiting their Web-site at www.omwbe.wa.gov or by telephone 360-704-1181
 4. Use the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCSs and M/WBEs.
- E. Equal Employment Opportunity. The Consultant will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Fair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:

- a. The employer can show that requiring employees speak only English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.
- G. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least 6 years after completion of all work under this Contract, the following:
1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 2. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to sub-consultants and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

- H. 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 Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

XIII. PART 2 - REQUIRED SUBMITTALS

- A. Required Submittals Prior to Contract Execution. All Consultants entering into a contract or agreement with King County shall submit the following forms within ten days after the bidder receives a notice of selection:
1. All Miscellaneous Service contracts, regardless of value, shall include the following form:
A 504/ADA Disability Assurance of Compliance in accordance with Section XIII of this contract, on the form provided by the County.
 2. All Technical Service contracts exceeding \$2,500 in contract value shall include the following forms:
A King County Consultant Disclosure Form in accordance with Section X of this contract, on the form provided by the County.
 3. When a contractor has reached \$25,000 in total overall contract value from King County in a given year, regardless of source, the consultant shall submit the following forms:
 - a. A Personnel Inventory Report on the form provided by the County.
 - b. An Affidavit and Certificate of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 - c. If required, a Statement of Compliance – Union or Employee Agency Statement with King County Code Chapter 12.16.
 - d. List of Sub-consultants (if applicable).

- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.
- C. Required Submittals Upon Completion of Work. Final Affidavits of Amounts Paid (if applicable). Upon completion of work and as a condition precedent to final payment, the Consultant shall submit a Final Affidavit of Amounts Paid to King County Business Development and Contract Compliance Section. Identify amounts actually paid, and any amounts owed, to each sub-consultant and/or supplier for performance under this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. Contact King County Business Development and Contract Compliance section for assistance with the requirements of this section at 206-205-0700 TTY: Relay 711.

Other assistance is available by contacting the King County Procurement and Contract Services Section at the address below

Procurement and Contract Services Section
821 Second Avenue, 8th Floor
Seattle, WA 98104
Phone: 206-263-4266 / 206-263-4267 TTY: Relay 711

XIV. PART 3 – COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

The Consultant has completed a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract); and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act ("ADA"). The Consultant has completed a 504/ADA Disability Assurance of Compliance and it is attached as an exhibit to this Contract and is incorporated herein by reference.

XV. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant, which are modified for use in the performance of this Contract.

XVI. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

In accordance with King County Code 10.16, Consultants are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

XVII. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XVIII. APPLICABLE LAW AND FORUM

This contract shall be governed by and construed according to the laws of the State of Washington, including but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

XIX. PUBLIC DISCLOSURE OF CONTRACTS

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 King 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. King 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."

XX. NOTICES

Whenever this Contract provides for notice to be provided by one party to another such notice shall be in writing.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party. Notice shall be provided to:

KING COUNTY:

King County Auditor's Office

Department/Agency Name
(Type or print)

516 – 3rd Ave., Rm W-1033

Address Line 1 (Type or print)

Seattle, WA 98104

City, State, Zip Code (Pls. type or
print)

(206) 296-1655

Telephone Number (Type or print)

CONSULTANT:

PMA Consultants LLC

Consultant Name
(Type or print)

3800 N. Central Avenue, Suite 570

Address Line 1 (Type or print)

Phoenix, AZ 85012

City, State, Zip Code
(Pls. type or print)

(602) 277-7307

Telephone Number
(Type or print)

(602) 277-2827

FAX Number (Type or print)

XXI. CONTRACT AMENDMENTS

Either party may request changes to this contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this contract.

KING COUNTY:

FOR

Signature – Chair Metropolitan King
County Council

Date (Type or print)

CONSULTANT:

Signature

Dr. Gui Ponce de Leon, P.E.

Name (Type or print)

Managing Principal

Title (Type or print)

10.23.07

Date (Type or print)

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

**Contract T02779T
Technical Assistance on Capital Project Oversight Implementation**

**Exhibit A
Scope of Work**

Overview of Capital Project Oversight Program: The King County Auditor's Office (KCAO) is planning a phased implementation of a capital project oversight model in an effort to resolve longstanding issues related to project overruns and the adequacy and timing of capital project information. This phased approach will focus on two elements: (a) putting oversight processes and a basic reporting system in place, and (b) hiring the key staff (Oversight Manager and, eventually, Oversight Specialists) that will be guiding the oversight process into the future. The new Oversight Manager will be brought on as soon as possible to allow him/her to influence final decisions about the oversight processes and reporting system configuration and use. The Scope of Work for consultant assistance set forth below is one part of KCAO's effort to implement the Capital Project Oversight Program.

Scope of Work

The scope of work for this project has nine major work components, each containing several subcomponents:

1. Assist in hiring process for Oversight Manager

- In collaboration with KCAO staff, develop a timeline for hiring the Oversight Manager.
- Refine position description and qualifications as needed for advertising and make compatible with any King County requirements.
- Identify publications and organizations where KCAO should advertise for OM candidates (KCAO staff will identify any county requirements or policies regarding advertising – e.g., minority community newspapers).
- Design selection process (any scoring to be done, types of interviews, participants).
- Participate in interviews and selection process (to coincide with site visit work in relation to work component 4 below).

2. Provide Orientation to Oversight Manager.

- Review with Oversight Manager in detail the oversight model from Part A Report.
- Review in detail the Implementation Plan from Part B Report.
- Review and explain specific tools and reports.
- Brief and train OM regarding the initial, basic reporting system (see work component 3 below).

3. Assist the Oversight Manager in creating procedures, guidelines, workflows, and communication protocols that reflect the unique requirements of KCAO's legislative oversight model as well as industry best management practices. Based on the communication framework initially established in the King County Capital Project Oversight Reports A & B, the consultant will begin the development of general communication

protocols and tools, and then work with the Oversight Manager in finalizing them. One of the tools to be developed is a capital project communication matrix that can later be filled in and modified by the Oversight Manager to include information required for each stakeholder based on identified roles and responsibilities and preferences of the stakeholder for receiving information. The consultant shall also develop draft standard report formats for use in communicating capital project information.

The consultants shall also advise the Oversight Manager on:

- Defining the intent of the various oversight communications and differentiate levels of importance.
- Determining the methods of communication to be used.
- Determining the frequency of planned communication.
- Identifying requirements for scheduling hearings, meetings, and briefings for presenting quarterly capital project status reports, trend reports, and other project phase completion reports, annual CPO performance reports, and other information to elected officials and other stakeholders.
- Ensuring that records of communication, including draft reports and other confidential communications, are appropriately maintained consistent with public disclosure laws.
- Coordinating with King County staff and departments as needed to accomplish goals.

4. Follow-up work on creating the initial, basic reporting system for projects of interest:

- Continue work with the Office of Management and Budget to determine if project management functions can be integrated into the new capital budgeting system under development.
 - Initiate work with the current oversight consultants, URS on the Integrated Security Project (ISP) project, and staff associated with Accountable Business Transformation (ABT), to have them provide basic reporting information on the current four projects of interest to the Council (ISP, ABT, Brightwater, and Ninth and Jefferson Building).
 - Begin populating the reports with the data that will be initially needed by the OM.
5. Make a specific, detailed recommendation on the time commitment, work activities and approach for audit staff/or a consultant to provide oversight of the ISP project through its completion.
6. Assist in developing a scope of work document to allow KCAO to select an ABT consultant that will review select deliverables of the ABT project team. This scope of work shall provide specific guidance to the ABT consultant on the kinds of matters that should be reviewed, and for which the consultant should be alerted to, on this type of information technology project.
7. Finalize process and tools used to identify high risk projects. Work with agencies to develop specific criteria unique to their situation. Pilot test and resolve issues until functional.

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8. Develop a critical path schedule and estimate for the entire capital project oversight implementation process and refine or update it as needed within the Contract period.
9. Other technical assistance as needed and as mutually agreed upon by the County Auditor and the Consultants within the Contract period.

Budget

The budget for this Scope of Work is a maximum of \$60,000 for the Contract period.

Disclosure Requirements

The Consultants and any employee, subcontractor, or subject matter expert who would work on this project shall fully disclose any existing relationships with King County departments or personnel and any previous contracts with King County. The Consultant must sign a form prepared by the King County Auditor attesting to the absence of impairments to perform on this project in an objective and independent capacity.

Consistent with the County Auditor's Office Policies and Procedures, the Consultants will also participate in a working paper review process and adhere to other Auditor's Office protocols for the development, publication, and presentation of project deliverables.

Reporting

The Consultant shall report its progress on each component and identify any issues or problems encountered or anticipated to the County Auditor's designated Project Manager on a monthly basis and in a mutually agreed upon format.

Deliverables and Schedule

- The Consultant shall provide status reports to the Project Manager monthly and follow up on questions arising from the status reports, as requested.
- The Consultant shall be available to work on site for a minimum of 10 days to accomplish major work components.
- The estimated level of effort, tentative due dates and estimated costs, that the \$60,000 not to exceed price is based on, are shown in the chart below:

Scope Items	Schedule of Deliverables and Due Dates	Estimated # Hours	Tentative Due Dates	Estimated cost at \$235/hour
1	Assist in hiring Oversight Manager	16	Dec-07	\$ 3,760
2	Provide orientation to OM	10	Jan-08	\$ 2,350
3	Assist OM in creating procedures & communication protocols	40	Mar-08	\$ 9,400
4	Creating and populating initial reporting system	48	Feb-08	\$ 11,280
5	Recommend activities and approach to ISP on-going oversight	16	Feb-08	\$ 3,760
6	Draft scope for ABT oversight to review deliverables	24	Mar-08	\$ 5,640
7	High Risk Project Tool Refinement	32	Feb-08	\$ 7,520
8	Develop and update critical path schedule and estimate	8	As incurred	\$ 1,880
9	Other technical assistance as mutually agreed	48	As incurred	\$ 11,280
NA	Project management	10	As incurred	\$ 2,350
	Total	252		\$ 59,290

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King County Consultant Disclosure Form



Department of Executive Services
Board of Ethics
 Bank of America Tower, BOA-ES-3460
 701 Fifth Avenue, Suite 3460
 Seattle, WA 98104
 206-296-1586 206-205-0725 Fax
 TTY Relay: 711
board.ethics@metrokc.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**

Date Received _____
 Audit Date _____
 Date Closed _____
For Board of Ethics use only

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 \$2500 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, Bank of America Tower, 701 Fifth Avenue, Suite 3460, Seattle, WA, 98104, Mail Stop BOA-ES-3460, and the other with the contract with the Finance and Business Operations Division, Procurement & Contracts Services Section, Exchange Building, 8th floor, 821 Second Avenue, Seattle, WA, 98104, Mail Stop EXC-ES-0825.

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

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

**PLEASE TYPE OR PRINT ALL INFORMATION, EXCEPT REQUIRED SIGNATURE.
 ALL INCOMPLETE FORMS WILL BE RETURNED.**

Today's Date: 23 Oct 07 Contract Number: T02779T Amount of Contract: \$60,000

Consultant's Name PMA Consultants LLC Phone: 602-277-7307

Address: 3800 N.Central Avenue, Suite 570 Phoenix (City) (Street) AZ 85012 (State) (ZIP)

Effective Date of Contract: 15 Oct 07 Expiration Date of Contract: 30 Jun 08

Type of Services Contracted: To provide technical assistance on Capital Project Oversight implementation

Contracting County Department: Council/Auditor's Office Division: Auditor's Office

County Contact Person: Larry Brubaker

Contact Work Phone AND Mail Stop: 206-296-0369 KCC-CC-1033

- 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. 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. 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. 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. 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 & describe): _____

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

- 5. List all contracts between the consultant and the county in the five years immediately preceding the presently contemplated contract. If none, check this box. Attach a separate sheet if necessary.**

Contract No.	Type of Services Provided	Amount Paid to Consultant	Duration (From - To)	County Department and Division
T2662T	Technical Services	194,330.	3/07-10/07	Council/Auditor's Office

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6. List any position or positions on any county board or commission, whether salaried or unsalaried, held by any officer or director of the consultant in the five years immediately preceding the presently contemplated contract. If none, check this box.

Officer/Director Name: _____

Position: _____

Name of County Board or Commission: _____

7. Is there any other information known to the consultant about any interest or relationship between any county employee, including any member of his or her immediate family and the consultant other than that disclosed above. If so, please explain. If none, check this box.

DECLARATION

I, Evi Ponce de Leon, declare under penalty of perjury
(print name)

under the laws of the State of Washington that the foregoing is true, complete, and correct.

Miranda S.
(Signature)

Managing Principal
(Title)

Signed this 24th day of October, 2007
(Month) (Year)

at Ann Arbor, Michigan
(City) (State)

King County Board of Ethics • Bank of America Tower
701 Fifth Avenue • Suite 3460 • Seattle, WA 98104
206-296-1586 • FAX 206-205-0725 • TTY Relay: 711 • board.ethics@metrokc.gov
This form is available on the Board of Ethics web site: www.metrokc.gov/ethics/
Revised October 2005

ALTERNATE FORMATS AVAILABLE UPON REQUEST



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

Equal Benefits Compliance Worksheet

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

Name of Contractor: PMA Consultants LLC

Contact Person: Bruce Stephan Phone Number: 212-736-4096

Fax: 212-736-4098 E-mail: bstephan@pmaconsultants.com

Approximate Number of Employees in the U.S. 204 Solicitation / Contract #: T02779T

1. EMPLOYEE INFORMATION

- a. Do you have any employees? Yes No
- b. If 1.a is yes; are they Union, Non-Union, OR both? Union Non-Union

If the answer to Question 1a is "NO," (you DO NOT have any employees); you do not need to complete the remainder of the worksheet. Select Option C on the attached Declaration.

2. IF YOU HAVE NON-UNION EMPLOYEES

- a. Do you make any benefits available to employees?
[Paid by employer or not]..... Yes No
- b. Do you make any benefits available to the spouses of employees?
[Paid by employer or not]..... Yes No
- c. Do you make any benefits available to the domestic partner (DP) OR legally domiciled member of household (LDMH) of employees?
(Same-sex and Opposite-sex) [Paid by employer or not]..... Yes No

If the answers to both Questions 2(b) and 2(c) are "NO," (benefits offered to neither employees' spouses nor employees' DP or LDMH); select Option B on the attached Declaration.

If the answer to either Question 2(b) or 2(c) is "YES", continue to Question 3.

3. BENEFITS AVAILABLE FOR NON-UNION EMPLOYEES

Please indicate which benefits you make available on the list below. This list is not intended to be exhaustive. Note: Benefits can also be available indirectly, e.g. sick leave to care for a sick spouse or domestic partner OR legally domiciled member of household (DP/LDMH), and designation of retirement plan beneficiary (joint annuity). Check "Yes" for any benefit that is available, whether you pay for the benefit or not. Check "No" if the benefit is not available.

Employee Benefit	Employees	Spouses	DP/LDMH
Health Care	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dental Care	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Vision Care	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Life	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Disability	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Pension/Retirement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Bereavement Leave	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Family Leave	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Relocation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Employee Benefit	Employees	Spouses	DP/LDMH
Travel	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Member Discounts, facilities, events	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If all of the checked boxes in the "Spouses" and "DP/LDMH" columns match for all non-union and, if any, all union employees (see 5. below), select Option A on Page 3 on the attached Declaration. OR:

If ANY of the checked boxes in the "Spouses" and "DP/LDMH" columns do NOT match, please review Option D on Page 3 of attached Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-684-1681.

4. IF YOU HAVE UNION EMPLOYEES

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

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

5. BENEFITS AVAILABLE FOR UNION EMPLOYEES

Please indicate which benefits are available on the list below. This list is not intended to be exhaustive.

Note: Benefits can also be available indirectly, e.g. sick leave to care for a sick spouse or DP/LDMH, and designation of retirement plan beneficiary (joint annuity). Check "Yes" for any benefit that is available. Check "No" if the benefit is not available.

Employee Benefit	Employees	Spouses	DP/LDMH
Health Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dental Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vision Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pension/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bereavement Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Family Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Relocation	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Travel	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Member Discounts, facilities, events	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If all of the checked boxes in the "Spouses" and "DP/LDMH" columns match for all union and, if any, all non-union employees (see 3. above), select Option A on Page 3 of this Declaration. OR:

If ANY of the checked boxes in the "Spouses" and "DP/LDMH" columns do NOT match, please review Option D on Page 3 of attached Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

Equal Benefits Compliance Declaration



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

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

I, Dr. Gui Ponce de Leon on behalf of PMA Consultants LLC
(Name) (Contractor Name)

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

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

Option A

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

Option B

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

Option C

- Has no employees.

Option D

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

ALTERNATE COMPLIANCE OPTION D Instructions

Prior to selecting this Option D, the contractor must complete and return an alternate compliance form to King County. Upon approval, the form will be returned to be included as an attachment to this Declaration. The Substantial Compliance Authorization Form can be found at:
<http://www.metrokc.gov/procurement/forms/eb.aspx>.

- Statement of Noncompliance**
state that the Contractor does not comply and does not intend to comply with King County Ordinance 14823 and related rules.

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

Executed this 24th day of October, 20 07, at Detroit, Michigan

(City) (State)

Dr. Gui Ponce de Leon, PE

Signature

Managing Principal

Title

One Woodward Ave., Suite 1400, Detroit, MI 48226

Name (Please print.)

38-3327768

Federal Tax Identification Number

Address



King County

Personnel Inventory Report

Exhibit F

Legal name of business PMA Consultants

Contract No: T02779T

dba (if applicable)

Telephone No: 212.736.4096

Street address: Two Penn Plaza, Suite 1080 City: New York State: NY

Zip Code: 10121

Submitted by: Elie Blumen Title: Principal Associate

Date: October 23, 2007

Do you have any employees? No Yes Sole Owner/Operator No Yes

If yes, list on the Employment Data Chart below the total number of employees for all businesses located within each location listed below. Indicate which locale (1,2,3) report covers. This report is for Payroll Period ending (Month/Day/Year): 8/31/07 and covers the following locale: **(Check only one box)**

1. Business located within King County 3. Business located with U. S.
2. Businesses located within WA State 4. Other (specify) _____

Do any of your employees belong to a union and/or do you use an employee referral agency? No X Yes _____

If yes, list the unions and/or employee referral agencies with whom you have agreements: _____ . If you expect to do more than \$10,000 worth of public work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial	33	5	1	0	0	0	0	0	5	0	0	0	6	0	0	0
Professional	76	37	8	4	5	6	0	0	10	6	1	0	23	16	1	0
Technical	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerical	1	1	0	1	0	0	0	0	2	0	0	0	2	1	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
On-Job Trainees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprentice	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craft Total*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	111	45	9	5	5	6	0	0	17	6	1	0	31	17	1	0

* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of employees reported above: 204 If no employees, write "0."

SUPPLEMENTAL FORM

Use this section to show your skilled craft workforce.

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Apprentice																
Subtotal*																

*Transfer subtotal to line to "Skilled Craft Total" on the front page. Contact the King County Procurement Services Section at (206) 684-1681 or the King County Business Development and Contract Compliance Section (206) 205-3442 if you have any questions concerning completion of this form.



King County

Affidavit and Certificate of Compliance

with King County Code Chapter 12.16, Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

Exhibit G

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

Definitions: "Contractor" shall mean any contractor, vendor or consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

- A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general contract specifications as applied to service, consultant, and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.
- B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.
- C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:
Donna Buckson
- D. Contractor will cooperate fully with the BD and Contract Compliance Section and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.
- E. Reports: The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:

1. **Personnel Inventory Report:** This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
2. **Monthly EEO Report:** This report shall apply to construction contractors and subcontractors and shall provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.
3. **Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race,

color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

- F. **Subcontractors:** For public works projects and contracts over ten thousand dollars (\$10,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.
- G. **Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- H. **Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a contractor's compliance with the Chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action measures. The Contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:
 1. **Policy Dissemination:** Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
 2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.
 3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and

other selection requirements where there is an obligation to do so under state or federal law.

4. **Record Referrals:** Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.
5. **Notice to Unions:** Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the BD and Contract Compliance Section if labor unions fail to comply with the nondiscrimination or affirmative provisions
6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the non-discrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the contractor, subject to acceptance by the county.
8. **Responsible Person:** Designate an employee who shall have the responsibility for implementation of the Contractor's affirmative action measures.
9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the contractor's workforce on

an annual basis.

- I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- J. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the BD and Contract Compliance Section or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
- K. Should the BD and Contract Compliance Section find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
- L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: PMA Consultants LLC, One Woodward Ave., Ste. 1401, Detroit, MI 48226
Company Name Street Address City State Zip

I have read and understood the foregoing; and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

Authorized Signer: Guil Ponce de Leon Managing Principle (734)769-0530 Phone Signature M. Ponce de Leon
Name (type or print) Phone Signature

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFOR ME THIS 24th DAY OF October, 2007.

Barbara F. Cable
Notary Public in and of the state of Michigan

Residing at: BARBARA F. CABLE
Notary Public, Washtenaw Co., MI
My Comm. Expires October 17, 2008

504/ADA DISABILITY ASSURANCE OF COMPLIANCE

Complying with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, two federal laws which prohibit discrimination against qualified people with disabilities.

I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of federal funds (either directly or through contracting with a governmental entity receiving federal funds) to make their programs, services, and activities, when viewed in their entirety, accessible to qualified and/or eligible people with disabilities. I agree to comply with, and to require that all subcontractors comply with, the Section 504/ADA requirements. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.

I agree to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein to King County for reviewing compliance with Section 504 and ADA requirements.

I agree that any violation of the specific provisions and terms of the 504/ADA Disability Assurance of Compliance and/or Corrective Action Plan required herein or Section 504 or the ADA, shall be deemed a breach of a material provision of the Contract between the County and the Contractor. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Contract by the County.

According to the responses to the questions in the 504/ADA Self-Evaluation

YES NO

Questionnaire, (company name) PMA Consultants LLC **is in**

compliance with 504/ADA.

If the above response is NO, the following corrective actions will be taken:

Corrective Action Plan

The following Corrective Action Plan is submitted to comply with Section 504 and ADA requirements.

General Requirements

Actions To Be Taken

Completion Date

Program Access

Actions To Be Taken

Completion Date

504/ADA DISABILITY ASSURANCE OF COMPLIANCE (continued)

Employment and Reasonable Accommodation

Actions To Be Taken

Completion Date

Physical Accessibility

Actions To Be Taken

Completion Date

I Declare Under Penalty of Perjury under the Laws of the State of Washington that the
Foregoing is True and Correct.

Signature of authorized signator

Dr. Gui Ponce de Leon, PE

Managing Principal

313.963.8863

Type or print name of authorized signator

Title

Telephone

For Notary:

State of Michigan, County of Washtenaw

Signed and sworn before me on (date) March 2, 2007 by (print authorized

signator name) Gu. Ponce de Leon

Notary signature: Barbara F. Cable

Notary (print name): BARBARA F. CABLE

My appointment expires: Notary Public, Washtenaw Co., MI
My Comm. Expires October 17, 2008

Contractor: PMA Consultants LLC

Company Name

3800 N. Central Avenue, Suite 570
Street Address

Phoenix
City

AZ
State
85012
Zip

Note: This form may be used as an exhibit with other King County contracts for two years from the date the form is completed.



Statement of Compliance

with King County Code Chapter 12.16 Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

UNION OR EMPLOYEE REFERRAL AGENCY STATEMENT

Not Applicable

The undersigned states as follows:

- A. That I am the authorized officer of _____ and am signing this statement on behalf of the union/employee referral agency.
- B. That the organization recognizes that King County Code Chapter 12.16 prohibits discrimination in both employment and referrals for employment on the basis of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability.
- C. That the organization agrees to adhere to a policy of nondiscrimination and agrees to affirmatively cooperate in the implementation of the policies and provision of King County Code Chapter 12.16. The organization further agrees that recruitment, employment, and the terms and conditions of employment under all contracts with King County shall be in accordance with the purposes and provisions of King County Code Chapter 12.16; provided however, that no specific levels of utilization of minorities and women in the workforce shall be required, and the contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices, and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.

This statement shall be valid for a period of two (2) years.

Authorized Union/Employee Referral Agency Representative

Union/Employee Referral Agency

Telephone Number

Address

Signature

City, State, Zip

Title

NOTE: The following letter explains the requirements of King County Code Chapter 12.16. Complete the address blocks below and forward to your union(s) or employee referral agency. A statement of compliance with Chapter 12.16, suitable for submission to King County, appears on the reverse of this explanatory letter.

TO: _____

FROM: _____

RE: Compliance with King County Code Chapter 12.16, "Discrimination and Affirmative Action in Employment by Contractors, Subcontractors and Vendors".

King County Code Chapter 12.16 and the supporting Affidavit and Certificate of Compliance require that all public work contractors doing business with King County in an aggregate amount of \$10,000 or more per year and all other contractors doing business with King County in an aggregate amount of \$25,000 submit a statement of compliance from their union/employee referral agency to the King County M/WBE & Contract Compliance Division.

The statement of compliance is to ensure that the union/employee referral agency is in compliance with Chapter 12.16 and does not "discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any sensory, mental or physical disability" in employment or referral for employment.

In an effort to comply with King County Code Chapter 12.16, on the reverse of this letter is a form for signature by any authorized officer of your union/employee referral agency. In the event that you refuse to sign this statement of compliance, our compliance report shall so certify, and shall set forth what efforts have been made to secure the signing of this agreement.

Once this agreement has been signed and returned to the King County M/WBE & Contract Compliance Division, it will be valid for a period of two years and applicable to all County contracts for a period of two years.

Your written response is required in this office on or before _____. Your cooperation in this matter is greatly appreciated.

Authorized Signer

Date

See reverse of this form for a compliance statement suitable to meet the requirements of King County Code Chapter 12.16.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

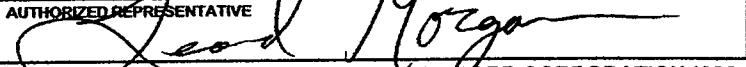
DATE
10/24/2007

PRODUCER		877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	INSURERS AFFORDING COVERAGE	
INSURED		PMA Consultants, LLC 226 W. Liberty Street Ann Arbor, MI 48104	NAIC#	
		INSURER A: Federal Insurance Company	20281-001	
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERSAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR	INSR'D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	35841291	7/1/2007	7/1/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		<input type="checkbox"/>				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/>				GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/>				PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'LAGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
						COMBINED SINGLE LIMIT (EA accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
						\$
						\$
EXCESS/UMBRELLA LIABILITY		OCCUR <input type="checkbox"/> CLAIMS MADE				
		DEDUCTIBLE				
		RETENTION \$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		71722522	7/1/2007	7/1/2008	X	WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						OTHR
If yes, describe under SPECIAL PROVISIONS below					E.L. EACH ACCIDENT	\$ 500,000
OTHER		35841291	7/1/2007	7/1/2008	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
Valuable Papers					E.L. DISEASE - POLICY LIMIT	\$ 500,000
						\$1,000,000 Total Limit
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
RE: CONTRACT #T02779T						
SEE ATTACHED FOR ADDITIONAL POLICY AND COVERAGE INFORMATION						

CERTIFICATE HOLDER**CANCELLATION**

King County Ethics Board 900 Fourth Avenue, Suite 860 Seattle, WA 98164	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
	AUTHORIZED REPRESENTATIVE 	

Willis**CERTIFICATE OF LIABILITY INSURANCE**

Page 2 of 3

DATE
10/24/2007

PRODUCER	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		INSURERS AFFORDING COVERAGE	NAIC#
INSURED	PMA Consultants, LLC 226 W. Liberty Street Ann Arbor, MI 48104	INSURER A: Federal Insurance Company	20281-001
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ADDITIONAL POLICY INFORMATION

Professional Liability - Architects & Engineers
 ACE American Ins. Company Policy #EONG21654541
 Policy Term: 6/22/07-6/22/08
 Limits: \$2,000,000 Each Claim; \$2,000,000 Aggregate; \$100,000 Deductible

Property:

Policy #35841291

Carrier: Federal Insurance Company
 Effective from 2007/07/01 to 2008/07/01
 Limits:
 Blanket Real & Personal: \$5,134,000 Total Limit
 Special Form, RC,

King County, its officers, officials, agents, and employees are Additional Insureds under the General Liability Policy as respects liability arising out of activities performed by or on behalf of the Named Insured.

Coverage is Primary.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Phone #: 1-877-WIL-SERV
Fax #: 1-888-INS-CERT



E-Mail: certificates@willis.com
E-Mail: autoid@willis.com
Internet: www.intellicerts.com

Alphafive Corporation; PMA Consultants, LLC 100355

Today's Date: 23 Oct 07 Your Name: Elie Blumen _____
For NAME INSURD: PMA Consultants LLC _____ Your Phone #: 713-571-9600
This request has _____ add'l pages

REQUEST FOR CERTIFICATE OF INSURANCE

Named Insured: PMA Consultants LLC

Address: 3800 N. Central Avenue, Suite 570

City, State, Zip: Phoenix, AZ, 85012

Attention: Bruce Stephan / Don Fredlund

Certificate Holder: King County Ethics Board

Address:

City, State, Zip: 900 Fourth Avenue, Suite 860; Seattle WA 98164

Limits

Attention:

Coverages

X General Liability

Policy Limits

X Workers Compensation

Policy Limits

Umbrella

Policy Limits

X Automobile Liability (*provide description below*)

Automobile Physical Damage (*provide description below*)

Property/Contents (*provide description below*)

Equipment (*provide description below*)

Other: Professional Liability

Policy Limits

Valuable papers

Policy Limits

Description: _____

(Job #/Year/Make/Model/VIN Serial)

Special Instructions

Issue Automobile Identification Card

State: _____

Include Automobile Description

X Additional Insured (X GL/ X Auto)

Loss Payee / Mortgagee

Primary/ Non-Contributory

Waiver of Subrogation (GL/ Auto/ WC)

Cancellation: _____

Other: _____

Handling Instructions

E-mail to Certificate Holder @ _____

X E-mail to me @ eblumen@pmaconsultants.com _____

FAX to Certificate Holder @ _____

FAX to me @ _____

Other: _____

Comments:

RE: CONTRACT #T02779T

King County, its officers, officials, agents, and employees are additional insureds under the general liability policy as respects liability arising out of activities performed by or on behalf of the named insured. Coverage is Primary.

NOTE: Please include any written request you may have received from other for this Certificate of Insurance and advise of any additional requirements, if needed.



Liability Insurance

Endorsement

<i>Policy Period</i>	JULY 1, 2007 TO JULY 1, 2008
<i>Effective Date</i>	JULY 1, 2007
<i>Policy Number</i>	3584-12-91 MBO
<i>Insured</i>	ALPHA FIVE CORPORATION & PMA CONSULTANTS, LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	JULY 18, 2007

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

***Owners, Lessees Or
Contractors***

Any person or organization designated below is an **insured**; but they are **insureds** only with respect to their liability as owner, lessee or contractor arising out of your ongoing operations performed for that insured.

Who Is An Insured

*Owners, Lessees Or
Contractors
(continued)*

Designated Owners, Lessees Or Contractors

All other terms and conditions remain unchanged.

Authorized Representative

Robert Hamburger

Liability Insurance

Form 80-02-2305 (Rev. 4-01)

Additional Insured - Owners, Lessees Or Contractors

Endorsement

last page

Page 2

Exhibit K

2007-560

**REQUESTING WAIVERS FROM STANDARD
PROCUREMENT PROCEDURES**

REC'D PROCUREMENT DIV.

07 SEP 24 AM 9:54

NOTE: An appropriately drafted request for waiver from standard procurement procedures should contain at least the following information. Departments should also attach any documents necessary to substantiate the validity of the requirement. Contact your buyer at 684-1681, or contract specialist for professional and construction services at 684-1327 if you have questions regarding procurement waivers.

TO: Ken Guy, Director, Finance and Business Operations Division

FM: Cheryle A. Broom, King County Auditor

RE: Waiver from Standard Procurement Procedures

The King County Auditor's Office is seeking approval of a waiver from standard procurement procedures in order to procure consulting services from PMA Consulting, LLC and Saybrook Associates, Inc. ("PMA/Saybrook"), in order to provide technical assistance of capital project oversight implementation. The cost of the services would not exceed \$60,000, and the proposed contract is estimated to run from October 2007 to June 2008.

Pursuant to KCC 4.16.040 (Proprietary Waiver), we request that the above services be contracted on a proprietary basis because of the existence of special market conditions, as described below.

Rationale for Selection of Proposed Source(s):

The King County Auditor's Office (KCAO) is in the process of a phased implementation of the independent capital project oversight office that was mandated by the County Council. This phased approach will focus on bringing on board, in an expeditious manner, the key staff (Oversight Manager and Oversight Specialists) that will operate the oversight process in the future. KCAO requires very specific expert technical assistance with hiring an Oversight Manager and establishing an initial reporting system that can be up and running soon after the new staff come on board. We also require assistance developing communications protocols and expert advice on providing interim oversight of existing projects. Current KCAO staff are not professional capital project managers and do not have all of the technical expertise needed to help put elements of the oversight model in place during the transition period required for implementation.

The PMA/Saybrook team previously assisted KCAO as consultants in the development of the oversight model. PMA/Saybrook not only has the requisite expertise, but also they are uniquely positioned to provide the required additional assistance to KCAO because of this extensive previous development work. In reviewing the needs of this project, KCAO determined that the use of another vendor would necessitate a longer project timeline, along with the resulting additional costs, as any other vendor than PMA/Saybrook would have to be introduced to the previous work and would require additional staff time in order to successfully continue the work. This includes learning about the models which the PMA/Saybrook team already understands in depth.

Moreover, the King County Council has asked KCAO for an action plan to begin implementing the oversight model as expeditiously as possible. The time-frames involved with a new competitive selection process could cause delays in meeting the Council's needs and expectations.

8007-520

Waiver Request—King County Auditor's Office

9/19/07

Page 2

The oversight process involves detailed analysis and tracking of high-cost, high-profile capital projects in the county, such as Brightwater. The Council designated those projects to be overseen by a newly created capital project oversight office within the KCAO.

Rationale for proposed waiver: Based on the knowledge and experience gained in developing KCAO's oversight model, the PMA/Saybrook team has full project background and as such is uniquely qualified to complete the work in the manner and within the time frame that is required. As a result, a sole-source approach will save the county money because a new solicitation could result in a loss of time and schedule deficiencies to educate a consultant unfamiliar with the new program and with King County systems, policies, and procedures for capital programs.

Contact Bob Thomas or Cheryle Broom, for questions and additional information at 206-296-1655. Our mail stop is KCC-CC-1033.

Certification:

I hereby certify that the facts and statements concerning this request for a waiver from standard procurement procedures are accurate to the best of my knowledge.

Cheryle Broom
Cheryle Broom, King County Auditor

DR Leach
Manager, Procurement & Contract Services Div.

Caroline Monroe for Ken Gray
Director, Finance and Business Operations Division

Approve / Disapprove

9/19/07
Date

9-24-07
Date

9-24-07
Date

cc: Manager, MWBE & Contract Compliance Division

W-9
 Form
 (Rev. November 2005)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 1	Name (as shown on your income tax return) PMA Consultants LLC	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other ► Ltd Liab Com	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.) One Woodward Avenue, Suite 1400	Requester's name and address (optional)
	City, state, and ZIP code Detroit, MI 48226	Attn: Yaeko Rojnuckarin King County Auditor's Office Fax: 206.296.0159
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
+ +

or

Employer identification number
3 8 3 3 2 7 7 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ►

Barbara J. Cade

Date ►

2/13/07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.