

13802

Attachment A  
December 10, 2012

Services Contract

Between King County and Cedar River Group LLC

For Activities related to

Eastside Rail Corridor Advisory Committee - Regional Planning Process Facilitation

# Services Contract



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

206-263-9400

TTY Relay: 711

**THIS CONTRACT #5521380** ("Contract") is entered into by **KING COUNTY**, Washington,, (the "County"), and Cedar River Group LLC (the "Contractor"), whose address is 93 Pike Street, Suite 315, Seattle, WA 98101. The County is undertaking certain activities related to, Eastside Rail Corridor Advisory Committee – Regional Planning Process Facilitation and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

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

## I. CONTRACT DOCUMENTS

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

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
  - Scope of Work ..... Exhibit A
  - Price Attachment ..... Exhibit B
  - Consultant Disclosure Form (if applicable) ..... Exhibit C
  - Equal Benefits Compliance Worksheet and Form (If applicable) ..... Exhibit D
  - Certificate(s) of Insurance and Policy Endorsement ..... Exhibit E
3. Request for Proposal (as modified by any addenda)
  - King County Request for Proposals 1420-12-LSM ..... Exhibit F
4. Contractor's Proposal
  - ERCAC-RPP Facilitation Proposal ..... Exhibit G
5. Other Exhibits and attachments (if applicable)
  - W-9 / RFP Addendum 1 ..... Exhibit H

## II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on December 31, 2013, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

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

**COMPANY NAME**

**KING COUNTY COUNCIL**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

**Larry Gossett – Chair Councilmember  
(District 2)**

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Name and Title (Print or Type)

Date

Date

Accepted: \_\_\_\_\_

Accepted: \_\_\_\_\_

Approved by

King County Council – Legal Counsel

**Jim Brewer** \_\_\_\_\_

## TERMS AND CONDITIONS

### SECTION 1 - DEFINITIONS

#### 1.1 Definitions

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

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

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

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

Day: Calendar day.

KCC: The King County Code.

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

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

RCW: The Revised Code of Washington.

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

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

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

### SECTION 2 - GENERAL PROVISIONS

#### 2.1 Administration

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

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

#### 2.2 Acceptance of Work

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

specific phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

### **2.3 Warranty**

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

### **2.4 Payment Procedures; Prompt Payment of Subcontractors**

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

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

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

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

### **2.5 Pricing**

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

### **2.6 Shipping Charges**

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

### **2.7 Contract Amendment**

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

**2.8 Changed Requirements**

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

**2.9 Taxes, Licenses, and Certificate Requirements**

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

**2.10 Notices**

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

<b>KING COUNTY</b>	<b>CONTRACTOR</b>
Project Manager – John Resha	John A. Howell
Principal Legislative Analyst	Cedar River Group
516 3 <sup>rd</sup> Avenue, Room 1200	93 Pike Street, Suite 315
Seattle, WA 98104	Seattle, WA 98101
206-296-1658	206-223-7660 x102
john.resha@kingcounty.gov	<a href="mailto:john@cedargroup.com">john@cedargroup.com</a>

## **SECTION 3 - Legal Relations; Indemnity and Insurance**

### **3.1 Independent Status of Contractor**

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

### **3.2 Indemnification and Hold Harmless**

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

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

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

### **3.3 Insurance Requirements**

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

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

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended

discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

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

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

#### A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits not less than,

1. General Liability: **\$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$2,000,000** aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: **\$ N/A Per Claim and in the Aggregate**
3. Automobile Liability: **\$N/A-** combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: **\$1,000,000**

#### B. Other Insurance Provisions and Requirements

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

All Liability Policies except Workers Compensation and Professional Liability:

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

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor



3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

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

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

#### C. Subcontractors

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

#### D. Work Site Safety

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

## SECTION 4 - CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

### 4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
  1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
  2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to

the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
  2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
  3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

## **SECTION 5 - RECORDS AND AUDITS**

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

#### **A. Retention of Records**

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

#### **B. Audit Access**

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

### **5.2 Audit Exception**

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

### **5.3 Federal Funding Audit**

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

#### **5.4 Public Records Requests**

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

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

### **SECTION 6 - INTELLECTUAL PROPERTY**

#### **6.1 Patents, Copyrights and Rights in Subject Data**

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

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

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

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

## **6.2 Nondisclosure of Data**

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

## **6.3 Non-Disclosure Obligation**

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

## **SECTION 7 - NONDISCRIMINATION**

### **7.1 Nondiscrimination and Equal Employment Opportunity**

#### **A. Nondiscrimination in Employment**

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

#### **B. Equal Employment Opportunity Efforts**

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

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

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

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

[http://www.kingcounty.gov/operations/procurement/Services/Equal\\_Benefits.aspx](http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx)

D. Nondiscrimination in Subcontracting Practices.

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

E. Compliance with Laws and Regulations.

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

F. Small Contractors and Suppliers Policy.

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

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

**Definitions.** The following definitions shall apply throughout this Section.

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

**G. Required Proposals During Work.**

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

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

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

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

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

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

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

## **SECTION 8 - CLAIMS AND APPEALS / DISPUTE RESOLUTION**

### **8.1 Claims and Appeals**

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

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

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

### **8.2 Mediation and Arbitration**

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

### **8.3 Applicable Law and Forum**

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

## **SECTION 9 - TERMINATION**

### **9.1 Termination for Convenience/Default/Non-Appropriation**

#### **A. Termination for Convenience**

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

#### **B. Termination for Default**

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

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



### C. Termination for Non-Appropriation

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

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

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

## SECTION 10 - MISCELLANEOUS

### 10.1 Other Public Agency Orders

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

### 10.2 Assignment

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

### 10.3 Force Majeure

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

#### **10.4 Recycled Products Policy**

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

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

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

#### **10.5 HIPAA – Protecting Patient Privacy**

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

#### **10.6 No Third Party Beneficiary**

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

#### **10.7 Severability**

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

#### **10.8 Non-Waiver of Breach**

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

**END OF TERMS AND CONDITIONS**

**ATTACHMENT A – SCOPE OF WORK****EXHIBIT A****Background**

The Eastside Rail Corridor is part of the Woodinville Subdivision. The Woodinville Subdivision is a 42-mile rail corridor within King County, that extends from Renton to Snohomish, passing through Bellevue, Kirkland, Woodinville, and portions of unincorporated King County (called the Main Line), with a spur (called the Redmond Spur) that extends 7-plus miles from Woodinville to Redmond. . The portion of the corridor that is affected by the work associated with this proposal is also referred to as the Southern Portion.

In 2003, BNSF announced its intent to divest itself of the Woodinville Subdivision, including the Redmond Spur. BNSF asked if there was public interest in maintaining and preserving this corridor for transportation purposes.

In May 2008, through Ordinance 16084, the County began a three-party transaction between the County, BNSF, and the Port of Seattle (Port). Under that transaction, BNSF would convey title to the Corridor to the Port. The transaction contemplated that a portion of the Corridor (the “Northern Portion”) would remain in interstate freight rail service. The remainder (the “Southern Portion,” which includes the Redmond Spur) would be “railbanked” under the federal National Trails Act, which is also known as the Rails to Trails Act, 16 U.S.C. §1247(d).

Ordinance 16084 also established the principle of dual use for the corridor in that all parties agreed that the corridor would be reserved for commuter and non-interstate freight rail purposes, as well as public trail purposes that provide for both recreational and alternative transportation uses. This principle has remained a policy lens for briefings and analytic review of subsequent proposed agreements and plans.

As part of the transaction, the County acquired a multipurpose easement from the Port, and also became the “Interim Trail User” for railbanking purposes, acquiring BNSF’s right to reactivate freight rail over the railbanked portions of the Corridor. The County also received a right of first refusal to acquire the Corridor from the Port.

The three-party transaction was completed in December 2009. Stemming from that transaction, the Corridor may be conceptually divided into two distinct units based on planned use:

- The Northern Portion consists of the area on the Main Line corridor running north from Woodinville to Snohomish (mileposts 23.8 to 38.25). The Northern Portion is still used for freight. The Port retained the title to the Northern Portion, and railway company GNP (or its successor) has a freight rail easement over it.
- The Southern Portion, which is no longer actively used for freight, was railbanked with the County as the federally designated Interim Trail User. The Southern Portion consists of:
  - The Main Line from Woodinville south to Renton (mileposts 23.8 to 5.0); and
  - The Redmond Spur from Woodinville to Redmond (mileposts 0.0 to 7.3).

As a result of the 2009 three-party transaction, freight uses are protected on the Northern Portion of the Corridor. The Southern Portion may be used for the interim uses of trail, high capacity transportation and other uses, including but not limited to utilities. Pursuant to railbanking and the Rails-to-Trails Act, however, all uses of railbanked corridors are subject to being affected by any possible future reactivation for interstate freight rail service.

This agreement also called for a formal, multi-agency process, referred to as the Regional Planning Process, to plan and recommend appropriate uses of the corridor.

In recognition of the value of the Corridor to jurisdictions and entities throughout the region, as well as the

Port's interest in divesting itself of the Southern Portion, which includes the Redmond Spur, the County and the Port along with four other parties – Sound Transit, the City of Redmond, Puget Sound Energy, and the Cascade Water Alliance – signed a non-binding Memorandum of Understanding (MOU) in 2009. The MOU envisioned a multi-party allocation approach to protect the dual use of the Corridor and to determine the ownership and/or easements along it.

Pursuant to the MOU, the partners anticipated that each of them would purchase some form of interest in the Corridor from the Port. Subsequent to the MOU, The Cities of Redmond and Kirkland, Sound Transit and Puget Sound Energy have purchased fee ownership and/or easements from the Port of Seattle. King County is currently considering acquiring fee ownership of the remaining portions of the Corridor within King County and a covenant agreement with Puget Sound Energy determining how PSE utility and county uses would be coordinated in the future.

To date, there has been no regional planning process for the Corridor.

### **Objectives of the Advisory Council**

The expected goal of the advisory council is to engage and oversee the Eastside Rail Corridor planning process, including how to implement and coordinate the rail, trail and utility uses in the corridor, coordinating regional uses with local planning and development by affected cities, and overseeing the work of a technical staff work group.

Consistent with that goal, the advisory council will develop a charter and work plan by March 29, 2013, which will identify policy issues for discussion.

The advisory council shall reach out and solicit input from a broad-spectrum of stakeholders including but not limited to representatives of regional partners, local governments in the corridor, community organizations, business owners, adjacent landowners, rail/trail advocates, public health agencies, and citizens who are interested in the corridor development.

The advisory council will prepare a recommendations report by July 31, 2013. The report shall include a summary of the process and stakeholder engagement, short and long-term policy, planning and Corridor usage recommendations, recommended changes to the County's countywide planning policies, and other recommendations as appropriate to the coordinated oversight of the Corridor.

### **Advisory Council Membership**

As currently envisioned, the membership of the advisory council would include representatives of each of the Eastside Rail Corridor property owners within King County (King County, Sound Transit, Puget Sound Energy, City of Redmond, and City of Kirkland). Membership will include a mix of elected officials and corporate/business leaders. The final membership will be confirmed by the King County Council through the passage of a motion.

### **Responsibilities of Facilitator/Mediator**

The facilitator/mediator will be responsible for the following list of tasks. In consultation with the co-chairs of the Advisory Council, this task list may be updated in the future.

### **Lay the Process Foundation**

- Work with co-chairs of the Advisory Council and staff to develop draft work plan and schedule.

- Develop preliminary advisory council ground rules and procedures.
- Help draft and finalize the letter that invites advisory council members.
- Get to know advisory council members and understand their opinions, perspectives, and interests and learn of possible solutions they may propose during the meetings.
- Solicit reactions to key findings and mutual interests.
- Prepare initial meeting agenda for review by co-chairs.
- Work with King County staff to prepare and organize written materials that accompany the agenda.
- Work with technical staff working group to develop, review and refine the agenda and accompanying materials
- Prior to meetings work with those that are presenting.
- Connect with advisory council members to ensure members are comfortable and supportive of the process.

### **Build the Framework of Consensus**

- Facilitate advisory council meetings.
- Develop and submit draft agendas co-chairs.
- Prepare a meeting summary of the key discussions, decisions and agreements, and distribute for comment.
- Edit meeting summary if needed then re-distribute the finalized summary of the meeting with the draft agenda for the next session.
- Communicate as needed with advisory council member between meetings to maintain their engagement and move the group towards objectives.
- Participate in technical staff working group meetings.
- Coordinate with co-chairs and King County staff as needed.

### **Finalize the Advisory Council Charter**

- In consultation with and at the direction of the co-chairs, prepare a charter and work plan with policy issues identified for discussion by March 29, 2013. The charter and work plan should address both near-term and long-term recommendations including addressing changes to the County's countywide planning policies the process, information needed for the advisory council, advisory council discussion summaries and achievement of the consensus recommendations.
- Circulate the draft report to all participants and solicit comments.
- In conjunction with County staff and the technical staff working group, produce the final consensus report.

### **Finalize and Present the Recommendations**

- In consultation with and at the direction of the co-chairs, prepare a summary report by July 31, 2013. The report should documents the process, information provided to the advisory council, advisory council discussion summaries and the consensus recommendations.
- Circulate the draft report to all participants and solicit comments.
- In conjunction with County staff and the technical staff working group, produce the final consensus report.
- Coordinate with the advisory council and staff on how the recommendations should be presented to the King County Executive, the King County Council and others.
- Work with staff to prepare presentation materials and messaging pieces.

- Work with County staff, the technical staff working group and the advisory council to present the recommendations to stakeholders.

### **Billing Rates**

All billing shall be on a time and materials basis not to exceed the contract maximum of \$150,000 and based on the following hourly rates:

John Howell:	\$210/hour
Rhonda Peterson:	\$125/hour
Karen Flink:	\$85/hour

# King County Consultant Disclosure



King County

Department of Executive Services  
Board of Ethics  
CNK-ES-0135  
401 Fifth Ave., Suite 135  
Seattle, WA 98104  
206-296-1586 Fax 206-205-0840  
TTY Relay 711  
board.ethics@kingcounty.gov

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

<b>For Board of Ethics use only</b>	Date Received _____
	Audit Date _____
	Date Closed _____

Pursuant to King County Code (K.C.C.) 3.04.120, each consultant entering into a contract to provide professional or technical services to the county costing in excess of the amount specified in K.C.C. 4.16.095 shall complete and file this disclosure form with the King County Board of Ethics and the County Executive. Use additional pages, if necessary. Submit two completed forms: file one with the Board of Ethics, Mail Stop CNK-ES-0135, 401 Fifth Avenue, Suite 135, Seattle, WA 98104, and the other with the contract with the Finance and Business Operations Division, Procurement and Contract Services Section, Mail Stop CNK-ES-0340, 401 Fifth Avenue, Suite 340, Seattle, WA 98104.

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

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

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

Today's Date DEC 7, 2012

Contract Number 5521380 Amount of Contract \$150,000

Consultant's Name Cedar River Group, LLC

Address 93 Pike Street, Suite 315 Phone Number +1 (206) 223-7660

City Seattle State Washington ZIP Code 98101

Effective Date of Contract 12-10-2012 Expiration Date of Contract 12-31-2013

Type of Services Contracted \_\_\_\_\_

Contracting County Dept. COUNCIL Division \_\_\_\_\_

County Contact Person JOHN RESHA

Contact Work Phone 296-1658 Mail Stop KCC-CC-1200

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

If none, check this box

Name of Former Employee \_\_\_\_\_

Former County Department \_\_\_\_\_

Date Terminated/Ended \_\_\_\_\_

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

If none, check this box

Name of Former Employee \_\_\_\_\_

Former County Department \_\_\_\_\_

Date Terminated/Ended \_\_\_\_\_

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

If none, check this box

Office/Directorship \_\_\_\_\_

Name \_\_\_\_\_

Relationship to Employee \_\_\_\_\_

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

If none, check this box

Name \_\_\_\_\_

Relationship to Employee \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

If none, check this box

Contract No.	Type of Service Provided	Amount Paid to Consultant	Duration (From-To)	County Department and Division
5409902	event planner	\$0	8/1/12-7/31/12	All county depts - PCSS
5423097	writing/editing	\$14,593	3/12-7/12	DCHS-Community Svcs
T03237T	facilitator/mediator svcs	\$137,530	2/10-7/11	Metro Transit-Transportation

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

If none, check this box

Officer/Director Name \_\_\_\_\_

Position \_\_\_\_\_

Name of County Board or Commission \_\_\_\_\_

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

If none, check this box

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Declaration**

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

Signature *John A. Howell* Title Partner

Signed this 4th day of December (month), 2012 .  
 at Seattle (city) WA (state)

Alternate Formats Available  
 206-296-1586 TTY Relay 711

**Cedar River Group, LLC, Attachment to Consultant Disclosure  
for RFP 1420-12-LSM**

Addition to 5. Contracts between consultant and the County in five years immediately preceding

Contract No.	Type of Service Provided	Amount Paid to Consultant	Duration (From-To)	County Department and Division
T03114T	Prepare grant apps	\$41,648	9/09-12/09	PH-ODIR
T03200T-CHA	Assuring advocacy	\$49,447	1/10 – 12/10	PH-ODIR
T02921T	Assuring advocacy	\$174,950	1/08 – 12/09	PH-ODIR
T02724T	Performance audit	\$100,000	5/07 – 2/08	Auditor's Office
HMC 05-045	Prepare board retreats	\$20,543	10/05 – 4/09	Harborview Medical Center

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



**King County**

**Equal Benefits  
 Compliance Worksheet**

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

Name of Contractor: Cedar River Group, LLC  
 Contact Person: John Howell Phone Number: 206-223-7660 x102  
 Fax: 206-223-7665 E-mail: john@cedarrivergroup.com  
 Approximate Number of Employees in the U.S. 2 Solicitation / Contract #: 5521380

**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**

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

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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Vision Care	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Life	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Relocation (Moving Expenses)	<input type="checkbox"/> Yes <input checked="" 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
Business Travel (not mileage)	<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 type="checkbox"/> Yes <input checked="" 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 206-263-9400.

**4. IF YOU HAVE UNION EMPLOYEES**

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

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

**5. BENEFITS AVAILABLE FOR UNION EMPLOYEES**

Please indicate which union benefits are available on the list below. All instructions noted in Section 3 apply here. **Note:** Union benefits may be controlled by a trust, and the eligibility of DP/LDMH may be restricted by a Union Trust Administrator. Please contact King County Procurement and Contract Services Section at 206-263-9400 to learn how to apply for a Collective Bargaining Delay.

Employee Benefit	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 (Moving Expenses)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Travel (not mileage)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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**  
Chinook Building, CNK-ES-0340  
401 Fifth Avenue, 3rd Floor, Seattle, WA 98104  
206-263-9400 TTY Relay: 711 Fax: 206-296-7676

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

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

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

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

### Option A

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

### Option B

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

### Option C

- 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.kingcounty.gov/operations/procurement/Forms/Equal\\_Benefits.aspx](http://www.kingcounty.gov/operations/procurement/Forms/Equal_Benefits.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 for this contract.

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

Executed this 4<sup>th</sup> day of December, 20 12, at Seattle, WA  
(City) (State)

John A. Howell  
Signature

John A. Howell  
Name (Please print.)

Partner  
Title

91-2170980  
Federal Tax Identification Number

93 Pike Street, Suite 315, Seattle, WA 98101  
Address





# CERTIFICATE OF LIABILITY INSURANCE

OP ID EA

**EXHIBIT E**

DATE (MM/DD/YYYY)

12/07/12

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

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

<b>PRODUCER</b>  Liberty Northwest Insurance PO Box 188065 Fairfield OH 45018 Phone: 800-289-0930 Fax: 800-845-3666	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: <b>CEDAR19</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Cedar River Group 93 Pike Street, Ste 315 Seattle WA 98101	INSURER A: <b>American States Insurance</b>	NAIC # <b>19704</b>
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			01CG55492890	04/27/12	04/27/13	EACH OCCURRENCE \$ <b>1000000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1000000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ <b>10000</b>				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$				
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GENERAL AGGREGATE \$ <b>2000000</b>						
A	<b>AUTOMOBILE LIABILITY</b>			01CG55492890	04/27/12	04/27/13	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1000000</b>
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS			01CG55492890	04/27/12	04/27/13	\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS			01CG55492890	04/27/12	04/27/13	\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			01CG55492890	04/27/12	04/27/13	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			STOP GAP			E.L. EACH ACCIDENT \$ <b>1000000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. DISEASE - EA EMPLOYEE \$ <b>1000000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>2000000</b>

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

Project: Eastside Corridor Advisory Committee - Regional Planning Process  
 Facilitation, Contract # 5521380  
 King County, and its appointed and elected officials, officers, agents and employees are listed as Additional Insured by written contract, agreement, permit or schedule.

## CERTIFICATE HOLDER

## CANCELLATION

KINCO12

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

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

AUTHORIZED REPRESENTATIVE

*Elizabeth Alvarnas*

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Policy # 01CG55492890, Effective: 4/27/12 - 4/27/13, Cedar  
River Group

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

**Name of Person or Organization:**

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

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

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

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

lease or occupy, subject to the following additional provisions:

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

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Copyright, Insurance Services, 2001

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (2) Supervisory, inspection or engineering services.

d. This Insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

#### **NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY**

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

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

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

This exclusion does not apply to:

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

#### **TENANTS' PROPERTY DAMAGE LIABILITY**

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

##### **j. Damage To Property**

"Property damage" to:

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

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

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

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

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

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

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

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

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

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

## WHO IS AN INSURED — MANAGERS

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

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

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

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

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

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

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

## EMPLOYEES AS INSURED — HEALTH CARE SERVICES

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

## EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

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

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

## EXTENDED "PROPERTY DAMAGE"

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

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

### **EXTENDED DEFINITION OF BODILY INJURY**

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

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

### **TRANSFER OF RIGHTS OF RECOVERY**

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

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

### **AGGREGATE LIMITS OF INSURANCE — PER LOCATION**

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

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

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

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

### **INCREASED MEDICAL EXPENSE LIMIT**

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

### **KNOWLEDGE OF OCCURRENCE**

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

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

### **UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

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

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

### **LIBERALIZATION CLAUSE**

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

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

**Internal County Use Only  
Insurance Requirements Form**



Department of Executive Services  
Office of Risk Management  
MS: YES-ES-0410  
FAX: (206) 296-0949

\* Requesting Department must complete.      \* Date: Nov 14, 2012      \* Mail Stop: KCC-CC-1200  
\* To: Elaida Burrows      \* Fax: 296-0198      \* Phone: 296-0310  
From: Risk Mgmt. Sue Pratt 296-1715      \* RFP/Q#: 1420-12-CMB      \* Contract#:      \* Estimate: \$ 150,000  
Re: Insurance Requirement For:      \* Estimated Ad Date: Nov 20th

(Attach Scope of Work Information as Appropriate)

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

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

**PROFESSIONAL LIABILITY, ERRORS & OMISSIONS:**      Other Per Claim/Agg. \$ \_\_\_\_\_   
\$1,000,000 Per Claim/ Aggregate

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

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

**CRIME:** Fidelity, Theft, Disappearance, & Destruction Liability      Yes  ..... Limit: \_\_\_\_\_   
Employee Dishonesty.....

**BUILDERS ALL RISK INSURANCE:** ..... Yes  .....   
100% of contract value: .....\$ \_\_\_\_\_   
Installation floater: (100%) .....\$ \_\_\_\_\_ Installed Values

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

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

OTHER: Railroad Protective Yes  Limit \$ \_\_\_\_\_   
OTHER: \_\_\_\_\_   
OTHER: \_\_\_\_\_

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



# REQUEST FOR PROPOSALS



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

ADVERTISED DATE: NOVEMBER 20, 2012

Request for Proposal Title: Eastside Rail Corridor Advisory Committee -  
 Regional Planning Process Facilitation

Requesting Dept./Div. King County Council

RFP Number: 1420-12-LSM

Due Date: December 4, 2012, no later than- 2:00 p.m.

Buyer: Linda S. McKinly, linda.mckinly@kingcounty.gov, 206- 263-9701

Alternate Buyer: Cathy Betts, cathy.betts@kingcounty.gov, 206-263-9291

**Pre-Proposal Conference:**

A conference to discuss questions related to this RFP shall be held at 11:30 a.m. on Tuesday, November 27, 2012, in Conference Room 121 on the 1st Floor of the Chinook Building, 401 Fifth Avenue, Seattle, WA 98104.

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

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

Company Name		
Cedar River Group, LLC		
Address		City/State /Postal Code
93 Pike Street, Suite 315		Seattle, WA 98101
Signature	Authorized Representative/Title (Print name and title)	
	John A. Howell, Partner	
Email	Phone	Fax
john@cedarrivergroup.com	206.223.7660 x102	206.223.7665
Prime Submitter SCS Certification number (if applicable – see Section II, Part 70 of this RFP)		
n/a		
Sub-Consultant SCS Certification number (if applicable)		
Office Use Only: NUM 5 CD-ROM 2 CON _____ FED _____ TERM/YT Y/3-1		

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

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

**Proposal:** King County requires the Submitter to sign and return *this entire Request for Proposal (RFP) document*. The Submitter shall provide *one unbound original and five (5) copies* of the proposal response, data or attachments offered, for *six (6) items total*. The original in both cases shall be *noted or stamped "Original"*. In addition, provide *two (2) CD-ROM's*, with either *one (1) pdf version* of the proposal, *one (1) Microsoft Word version* of the proposal (2000-2005 edition), or both.

**Pre-Proposal Conference:** A conference to discuss questions related to this RFP shall be held at 11:30 a.m. on Tuesday, November 27, 2012, in Conference Room 121, 1<sup>st</sup> Floor of The Chinook Building, 401 Fifth Avenue, Seattle, WA 98104. See link for driving instructions. [http://www.kingcounty.gov/operations/procurement/Contact\\_Us/Find\\_Us.aspx](http://www.kingcounty.gov/operations/procurement/Contact_Us/Find_Us.aspx), go to Contact Us menu and access Find Us web page.

**Questions:** Proposers will be required to submit any questions in writing prior to the close of business Wednesday, November 28, 2012 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Linda McKinly, Buyer [linda.mckinly@kingcounty.gov](mailto:linda.mckinly@kingcounty.gov) / *Secondary* – Cathy Betts, Senior Buyer, [cathy.betts@kingcounty.gov](mailto:cathy.betts@kingcounty.gov). Questions may also be sent via email to the address above.

## SECTION I - GENERAL INFORMATION

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



- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Submitter prior to issuing the contract.
- H. A contract may be negotiated with the Submitter whose proposal would be most advantageous to King County in the opinion of the King County Council all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price will be negotiated. Negotiations may be undertaken with the Submitter who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Submitter; negotiations may be instituted with the second choice and subsequent Submitter until the project is canceled or an acceptable contract is executed.
- J. As applicable, King County bids and RFP's shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.  
  
Should another public agency utilize this RFP and resulting contract, it may be subject to an Administrative Fee (Fee). The Fee (Fee) of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance to contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.
- K. The contents of the proposal of the selected Submitter shall become contractual obligations if a contract ensues. Failure of the Submitter to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.

- O. King County agencies' staffs are prohibited from speaking with potential Submitters about the project during the solicitation.

Please direct all questions to:

Linda S. McKinly, Buyer  
 (206) 263-9701  
 linda.mckinly@kingcounty.gov

and

Cathy M. Betts, Senior Buyer  
 (206) 263-9291  
 cathy.betts@kingcounty.gov

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

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-263-9400.
- Q. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Qualifications, and Requests for Proposals as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/operations/procurement>. Current bidding opportunities and information are available by accessing the "Solicitations" tab in the left hand column.

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

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

Full information on vendor registration is available at the website.

If you are viewing a paper version of this RFP, you may download this document at <http://www.kingcounty.gov/operations/procurement>. Navigate to the "Solicitation" web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1420-12 to access documents specifically for this solicitation and follow the resulting link to navigate to the "Solicitation Details" web page.

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

Contact Name	Title	Phone	E-mail address

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

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

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential Submitter prior to the receipt of proposals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of Section II.

## SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK

### PART 1 – INTRODUCTION

#### A. Project Overview

The purpose of this RFP is to obtain a qualified facilitator/mediator to guide the Eastside Rail Corridor Regional Advisory Council (Advisory Council). The Advisory Council is anticipated to be created by the Metropolitan King County Council's adoption of proposed motion 2012-0452. Through a planning process for the multiple uses of the Eastside Rail Corridor (corridor), the advisory council's work will include planning for the coordinated the uses in the corridor, such as rail, trail and utility uses, engaging stakeholders, coordinating regional uses with local planning and development by affected cities, and overseeing the work of a technical staff work group. The facilitator/mediator, in conjunction with County staff and the technical staff working group, will implement a work plan that outlines the scope of work, tasks, schedule, milestones and the budget and appointment criteria/process for municipal and community stakeholders, and a coordinated technical staff working group. The goal of the advisory council is to come to a consensus recommendation on short term and long term policy, planning, and usage of the 42-mile Eastside Corridor formerly known as the BNSF Eastside Rail Corridor.

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

#### B. Contract Value & Period of Performance.

The period of performance for the contract is thirteen (13) months. The contract value for the period of performance will not exceed \$150,000 for time, materials, facilities and other direct expenses.

1. During the term of this Contract, the County will issue work order(s) to the consultant specifying the tasks to be performed and the cost. The County does not guarantee that the consultant will receive a specific volume of work, a specific total contract amount, or a specific value.
2. At any time during the funding year, all projects and subsequent work orders may be subject to change if there is a change in funding levels or project priorities.

#### C. Organizational Conflicts of Interest

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

## PART 2 – SUBMITTAL FORMAT

- A. The prime Proposer shall submit one (1) original unbound Proposal and five (5) bound copies of the Proposal. The Proposal should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope.
- B. Format Requirements. The Proposal shall comply with the following format requirements:
1. The original and copies of the Proposal shall be indexed with tabs for each section.
  2. Proposals should be concise, legible, and provide all the information requested. A font size of no less than 12 point should be used in the body of the proposal.
  3. Proposal shall be prepared on 8 1/2" by 11" paper. Page orientation may be either portrait or landscape.
  4. Proposal shall be limited to a maximum of ten (10) pages.
    - a. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, graphics, and/or diagrams.
    - b. Tabbed dividers used to subdivide and organize the Proposal that have words only on the tab ends will not be counted in the page count. Tabbed dividers that have words, charts, tables, pictures, graphics, and/or diagrams anywhere else shall be considered a page and included in the page count.
    - c. The **only** documentation *not* included in the page count is: 1) Front and back cover of the proposal; 2) resumes, and 3) sample documents required in Part 4, Evaluation Criterion C - Communication and Quality Control.
  5. Each evaluator shall deduct 5 points per page for any proposal that exceeds the page limit. For example, if a proposal exceeds the page count by 2 pages, then Evaluator A's total score will be reduced by 10 points; for example, from 80 points to 70. Evaluator B's total score will also be reduced by 10 points; i.e., 83 points to 73.
  6. Resumes for proposed personnel shall not exceed a maximum of one (1) page per resume. Resumes that exceed the page limit will be removed, in total, from the Proposal and shall not be reviewed or considered during the evaluation.
- C. The Proposal shall consist of the following parts:
1. **Letter of Interest.** The Letter of Interest shall contain the following information:
    - a. RFP Title and Number;
    - b. Proposer's name, mailing address, contact person, email address, telephone and fax numbers; and
  2. **Response to Evaluation Criteria.** Address the evaluation criteria and provide all information identified in Part 4 – Proposal Requirements and Evaluation Points.

## PART 3 - EVALUATION PROCESS

- A. All Proposals will be evaluated in accordance with the criteria established herein.
1. A total of 90 points has been assigned to the written proposal evaluation criteria; maximum points follow each criterion listed in Part 4 below.
  2. Evaluators will use the points to score each proposal.

- B. Interviews will be held for the up to the four highest scoring proposals.
  - 1. Interviews will have a maximum of 60 points.
  - 2. The County may choose to use different criteria for the interview.
  - 3. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview.
  - 4. Failure to participate in the interview process shall result in the Proposer's disqualification from further consideration.
- C. Each evaluator will put the scores for the initial proposal evaluation in rank order, with the highest scored proposer 1st, the second-highest scored proposer 2nd, etc. Interviews will be similarly scored. Combined proposal and interview scores will be used to determine the final ranking.

**PART 4 – PROPOSAL REQUIREMENTS AND EVALUATION POINTS**

The following elements shall be part of the submitted proposal, and shall be scored as note:

**A. Approach to Work – 30 Points**

- 1. Statement of Purpose -- submit a two paragraph description of the proposer's philosophy on how best to facilitate and mediate a process to achieve consensus.
- 2. Proposed Approach to Work -- provide a narrative describing the proposer's approach to accomplish the scope of work (Attachment A) using no more than four (4) pages.  
 Approach: The response should address the following at a minimum:
  - a. Define the scope of work and the major deliverables.
  - b. Identify any significant challenges that could arise from the work.
  - c. Describe and explain your approach to structuring the work on a task-by-task basis, including resources/information you would need from the County and the types of tools/resources/methodologies you would use.
  - d. Describe your approach to addressing political and technical conflicts.
  - e. Present a proposed schedule that includes a tentative advisory council meeting schedule, the duration of meetings and general description of activities at each meeting and desired outcomes. The schedule should include specific tasks and milestones.
- 3. Evaluation. The County will evaluate the following elements of the Proposer's response to the statement of purpose and sample problem scenario.
  - a. Ability to clearly state a philosophy for consensus building that is compatible with that of the County.
  - b. Ability to clearly communicate an approach to successfully accomplish the scope of work within the time allotted.
  - c. Ability to determine an appropriate task and schedule, and milestones that match County timelines.
  - d. Ability to identify potential conflicts and disruptions to the mediation process and develop work-around solutions to keep the process on track.

## B. Specialized Experience, Technical Competence, & Past Performance – 30 Points

1. Past Experience. King County believes that Proposers who have worked on similar projects in the past will have a valuable perspective to bring to the process. The Proposer should describe how their individual record of performance would benefit the project, particularly experience with some similar elements.

- a. Similar in Scope & Complexity Elements. King County believes that projects that have the following elements are similar in scope and complexity to this project:
  - o Multi-party processes involving state agencies, county and city governments, private businesses, and public-private advisory councils or committees;
  - o Processes where significant controversy and diverse interests divided participants and limited or made communication between participants difficult;
  - o Processes that involve formal and informal meetings to help parties resolve issues; and
  - o Processes that resulted in a consensus agreement.
- b. Project Examples. Submit a maximum of three (3) project examples that meet the Scope and Complexity elements. The proposer is responsible for ensuring that the contact information provided with project examples is current and correct.

Please include:

- o Name and location of the project;
  - o Characteristics of the work;
  - o Scope, budget, and complexity elements in the project example that are similar to this project, as defined above;
  - o Name of each person proposed for this contract that played a significant role on the project example, including their project responsibility and functions; and
  - o Contact information of individuals familiar with and that can verify the characteristics of the submitted project example.
2. Specialized Personnel. Personnel should demonstrate strong consensus building skills, with an emphasis on interest-based negotiations. Skills should include: adaptability, neutrality, diplomacy, courage, tact; strong organizational skills; ability to complete a project fully on budget and on schedule; coordination scoping and scheduling skills; ability to effectively communicate with a variety of people in a myriad of different ways; ability to ensure that high quality timely work product deliverables are completed.
3. Resumes
- a. Provide a maximum of four (4) resumes. Do not provide resumes for clerical or administrative staff.
  - b. The County expects all personnel proposed to be available to provide services for this contract, except as agreed in writing. The County will regard resumes of proposed personnel as benchmarks, and requires that all other personnel that may be proposed to be added to work on the project by the selected Proposer have an experience base and level of expertise at least equivalent to those for whom resumes have been provided in the proposal.
  - c. Resumes shall be placed in one section, in alphabetical order by the last name.
  - d. Proposer is responsible for ensuring that the contract information is correct.

- e. Resumes shall, at a minimum, include the following information:
  - i. Name of Person & Title;
  - ii. Proposed position on the project;
  - iii. Firm name & number of years employed by Firm;
  - iv. Employment history for the last five years at a minimum [provide the name(s) of other previous employer(s), dates of employment, and job responsibilities];
  - v. Education and Experience;
  - vi. Professional registrations and licenses (type/state/year); and
  - vii. Brief descriptions of projects that demonstrate the employee's pertinent technical competence and experience.

#### 4. Evaluation

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

- a. Demonstrated ability to achieve consensus through interest-based negotiations or some other similar tactic;
- b. Demonstrated ability to stay on time and within budget; and
- c. Sufficient staffing capacity and expertise to complete the project.

#### C. Communication and Quality Control – 20 Points

1. Communication Skills. The county will evaluate the Proposer's demonstrated ability to communicate effectively in a variety of settings such as presentations to a variety of audiences, and in the preparation of written reports and documentation.
  - a. Sample Documents. Provide five (5) pages of sample documents that demonstrate the proposer's ability to provide documentation and effective written communication for a variety of audiences. Sample documents should relate to projects that are similar in scope and complexity to this project. The County will remove any pages that exceed the page limit.
  - b. Narrative. In addition to the sample documents, please provide a brief (no more than one page) description of other ways that the Proposer effectively communicates, such as verbal and visual.
2. Quality Control. The County will evaluate the proposal document to assess communication and quality control. The proposal provides the County with an advance assessment of the Proposer's ability to follow direction and provide all information requested in an easy to read format.
  - a. Consultant's Proposal. The County will evaluate whether appropriate quality control measures were taken to ensure strong communication of information, all information requested is provided, audience appropriate, accurate and not misleading, and in a format that facilitates ease of assimilation and understanding by the reviewer. In addition final work product should be as error-free as possible.



3. Evaluation.

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

- a. Demonstrated ability to communicate through a variety of mediums; namely written, verbal and visual.
- b. Demonstrated ability to produce quality documents that are easy to read and well written.

**D. Cost – 10 Points**

1. The proposer should provide a lump sum figure for completion of the project scope of work with a detailed worksheet comprising the elements, including the numbers of labor hours included, as well as other elements that comprise the cost. King County reserves the right to negotiate cost at the time of contract award to ensure reasonableness of rates.

a. Elements of cost.

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

- o labor rates for proposed personnel;
- o overhead rate(s)
- o other associated project costs, the County will print and cover related costs of materials distributed to, and on behalf of the advisory council;

b. Narrative.

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

2. Evaluation.

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

**E. SCS Participation – 10 Points**

See Part 7 below

**F. Interview – 60 Points**

**PART 5 – PROCUREMENT SCHEDULE**

A Schedule and Addenda (Some dates and/or times potentially tentative and subject to change)

1. Schedule.

The selection process is anticipated to proceed as outlined below:

Date    Selection Process

11/20/12	Public Announcement for RFP
11/27/12	Pre-proposal Conference – 11:30 a.m.
11/28/12	Written Questions Due
11/29/12	Addendum Issued, if needed.
12/4/12	Proposals Due - 2:00 p.m.
12/6/12	Interview (must have availability 8:00 a.m. – 12:00 p.m.)
12/6/12	Notice of Selection (Decision announced)
12/7 - 12/10/12	Execute Contract

## 2. Addenda

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

## B. Negotiations

1. Negotiation of a contract will be in conformance with County policies and procedures, applicable federal, state and local laws, and regulations.
2. Notice of Selection & negotiation schedule:
  - a. The County will provide a written Notice of Selection to the selected firm.
  - b. Prior to beginning any negotiations, the consultant shall meet with the County to establish the negotiation schedule. The County and consultant commit to ensuring that each party uses their best efforts to comply with each task deadline and meet the negotiation schedule.
3. Negotiation of labor rates, overhead rates, fee, and other direct costs shall not begin until after the County has received and reviewed all the Cost and Pricing Data. The parties do not need to negotiate the Scope of Work (SOW) as the SOW included in the contract shall be the SOW included in the RFP

## **PART 6 - ATTACHMENTS**

Attachment A to this RFP: Scope of Work

## **PART 7 - KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**

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

A "Small Contractor or Supplier" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.kingcounty.gov/exec/BusinessDev.aspx> or contacting the Program office at 206-263-9734.

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

1. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this proposal is eligible to receive the maximum points for this criterion.

2. If the Prime submitter is not an SCS but will use SCSs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

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

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

### **PART 8 – INSURANCE**

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

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

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

### **PART 9 - REQUIRED FORMS**

The following completed forms will be required from the selected contractor and are to be included in the proposal (form are available at this website):

[http://www.kingcounty.gov/operations/procurement/Forms/Goods\\_and\\_Services.aspx](http://www.kingcounty.gov/operations/procurement/Forms/Goods_and_Services.aspx)

Attachment C to the Contract - Consultant Disclosure Form

Attachment D to the Contract - Equal Benefits Compliance Worksheet and Form

Attachment H to the Contract – W9 form

### **PART 10 - SUBMITTAL CHECKLIST**

- A. One (1) signed copy of entire RFP package (pages 1-18 only).
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Five (5) copies of proposal response.
- E. Two (2) CD-ROM, with either one (1) pdf version of the submittal or one (1) Microsoft Word version of the submittals (2000-2005 edition), or both. If you have samples or attachments to your proposal, please include them on CD-ROM also. (Please label your CD with company's name)
- F Consultant Disclosure Form

- G Equal Benefits Compliance Worksheet and Form
- H. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

**URGENT – SEALED BID ENCLOSED**  
**Do Not Delay – Deliver Immediately**

URGENT



**King County**

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

URGENT

**Bid No.: 1420-12LSM**

**Bid Title: Eastside Rail Corridor Advisory Committee-  
Regional Planning Process Facilitation**

**Due Date: December 4, 2012 (2:00 pm)**

**Vendor: Cedar River Group, LLC**

**EXHIBIT A – SAMPLE CONTRACT**

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

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

## Attachment A SCOPE OF WORK

### Background

The Eastside Rail Corridor is part of the Woodinville Subdivision. The Woodinville Subdivision is a 42-mile rail corridor within King County, that extends from Renton to Snohomish, passing through Bellevue, Kirkland, Woodinville, and portions of unincorporated King County (called the Main Line), with a spur (called the Redmond Spur) that extends 7-plus miles from Woodinville to Redmond. The portion of the corridor that is affected by the work associated with this proposal is also referred to as the Southern Portion.

In 2003, BNSF announced its intent to divest itself of the Woodinville Subdivision, including the Redmond Spur. BNSF asked if there was public interest in maintaining and preserving this corridor for transportation purposes.

In May 2008, through Ordinance 16084, the County began a three-party transaction between the County, BNSF, and the Port of Seattle (Port). Under that transaction, BNSF would convey title to the Corridor to the Port. The transaction contemplated that a portion of the Corridor (the "Northern Portion") would remain in interstate freight rail service. The remainder (the "Southern Portion," which includes the Redmond Spur) would be "railbanked" under the federal National Trails Act, which is also known as the Rails to Trails Act, 16 U.S.C. §1247(d).

Ordinance 16084 also established the principle of dual use for the corridor in that all parties agreed that the corridor would be reserved for commuter and non-interstate freight rail purposes, as well as public trail purposes that provide for both recreational and alternative transportation uses. This principle has remained a policy lens for briefings and analytic review of subsequent proposed agreements and plans.

As part of the transaction, the County acquired a multipurpose easement from the Port, and also became the "Interim Trail User" for railbanking purposes, acquiring BNSF's right to reactivate freight rail over the railbanked portions of the Corridor. The County also received a right of first refusal to acquire the Corridor from the Port.

The three-party transaction was completed in December 2009. Stemming from that transaction, the Corridor may be conceptually divided into two distinct units based on planned use:

- The Northern Portion consists of the area on the Main Line corridor running north from Woodinville to Snohomish (mileposts 23.8 to 38.25). The Northern Portion is still used for freight. The Port retained the title to the Northern Portion, and railway company GNP (or its successor) has a freight rail easement over it.
- The Southern Portion, which is no longer actively used for freight, was railbanked with the County as the federally designated Interim Trail User. The Southern Portion consists of:
  - The Main Line from Woodinville south to Renton (mileposts 23.8 to 5.0); and
  - The Redmond Spur from Woodinville to Redmond (mileposts 0.0 to 7.3).

As a result of the 2009 three-party transaction, freight uses are protected on the Northern Portion of the Corridor. The Southern Portion may be used for the interim uses of trail, high capacity transportation and other uses, including but not limited to utilities. Pursuant to railbanking and the Rails-to-Trails Act, however, all uses of railbanked corridors are subject to being affected by any possible future reactivation for interstate freight rail service.

This agreement also called for a formal, multi-agency process, referred to as the Regional Planning Process, to plan and recommend appropriate uses of the corridor.

In recognition of the value of the Corridor to jurisdictions and entities throughout the region, as well as the Port's interest in divesting itself of the Southern Portion, which includes the Redmond Spur, the County and the Port along with four other parties – Sound Transit, the City of Redmond, Puget Sound Energy, and the Cascade Water Alliance – signed a non-binding Memorandum of Understanding (MOU) in 2009. The MOU envisioned a multi-party allocation approach to protect the dual use of the Corridor and to determine the ownership and/or easements along it.

Pursuant to the MOU, the partners anticipated that each of them would purchase some form of interest in the Corridor from the Port. Subsequent to the MOU, The Cities of Redmond and Kirkland, Sound Transit and Puget Sound Energy have purchased fee ownership and/or easements from the Port of Seattle. King County is currently considering acquiring fee ownership of the remaining portions of the Corridor within King County and a covenant agreement with Puget Sound Energy determining how PSE utility and county uses would be coordinated in the future.

To date, there has been no regional planning process for the Corridor.

### **Objectives of the Advisory Council**

The expected goal of the advisory council is to engage and oversee the Eastside Rail Corridor planning process, including how to implement and coordinate the rail, trail and utility uses in the corridor, coordinating regional uses with local planning and development by affected cities, and overseeing the work of a technical staff work group.

Consistent with that goal, the advisory council will develop a charter and work plan by March 29, 2013, which will identify policy issues for discussion.

The advisory council shall reach out and solicit input from a broad-spectrum of stakeholders including but not limited to representatives of regional partners, local governments in the corridor, community organizations, business owners, adjacent landowners, rail/trail advocates, public health agencies, and citizens who are interested in the corridor development.

The advisory council will prepare a recommendations report by July 31, 2013. The report shall include a summary of the process and stakeholder engagement, short and long-term policy, planning and Corridor usage recommendations, recommended changes to the County's countywide planning policies, and other recommendations as appropriate to the coordinated oversight of the Corridor.

### **Advisory Council Membership**

As currently envisioned, the membership of the advisory council would include representatives of each of the Eastside Rail Corridor property owners within King County (King County, Sound Transit, Puget Sound Energy, City of Redmond, and City of Kirkland). Membership will include a mix of elected officials and corporate/business leaders. The final membership will be confirmed by the King County Council through the passage of a motion.

### **Responsibilities of Facilitator/Mediator**

The facilitator/mediator will be responsible for the following list of tasks. In consultation with the co-chairs of the Advisory Council, this task list may be updated in the future.

### **Lay the Process Foundation**

- Work with co-chairs of the Advisory Council and staff to develop draft work plan and schedule.
- Develop preliminary advisory council ground rules and procedures.
- Help draft and finalize the letter that invites advisory council members.
- Get to know advisory council members and understand their opinions, perspectives, and interests and learn of possible solutions they may propose during the meetings.

- Solicit reactions to key findings and mutual interests.
- Prepare initial meeting agenda for review by co-chairs.
- Work with King County staff to prepare and organize written materials that accompany the agenda.
- Work with technical staff working group to develop, review and refine the agenda and accompanying materials
- Prior to meetings work with those that are presenting.
- Connect with advisory council members to ensure members are comfortable and supportive of the process.

### **Build the Framework of Consensus**

- Facilitate advisory council meetings.
- Develop and submit draft agendas co-chairs.
- Prepare a meeting summary of the key discussions, decisions and agreements, and distribute for comment.
- Edit meeting summary if needed then re-distribute the finalized summary of the meeting with the draft agenda for the next session.
- Communicate as needed with advisory council member between meetings to maintain their engagement and move the group towards objectives.
- Participate in technical staff working group meetings.
- Coordinate with co-chairs and King County staff as needed.

### **Finalize the Advisory Council Charter**

- In consultation with and at the direction of the co-chairs, prepare a charter and work plan with policy issues identified for discussion by March 29, 2013. The charter and work plan should address both near-term and long-term recommendations including addressing changes to the County's countywide planning policies the process, information needed for the advisory council, advisory council discussion summaries and achievement of the consensus recommendations.
- Circulate the draft report to all participants and solicit comments.
- In conjunction with County staff and the technical staff working group, produce the final consensus report.

### **Finalize and Present the Recommendations**

- In consultation with and at the direction of the co-chairs, prepare a summary report by July 31, 2013. The report should documents the process, information provided to the advisory council, advisory council discussion summaries and the consensus recommendations.
- Circulate the draft report to all participants and solicit comments.
- In conjunction with County staff and the technical staff working group, produce the final consensus report.
- Coordinate with the advisory council and staff on how the recommendations should be presented to the King County Executive, the King County Council and others.
- Work with staff to prepare presentation materials and messaging pieces.
- Work with County staff, the technical staff working group and the advisory council to present the recommendations to stakeholders.



**Response to Request for Proposals 1420-12-LSM**

Eastside Rail Corridor Advisory Committee – Regional Planning Process Facilitation



**Prepared For:**  
King County Council

**December 4, 2012**





December 4, 2012

Linda S. McKinly  
King County Procurement Services Section  
Chinook Building, 3rd Floor  
401 Fifth Ave.  
Seattle, WA 98104

Dear Ms. McKinly:

On behalf of Cedar River Group, LLC, we are pleased to submit this proposal in response to King County Council's **Request for Proposals 1420-12-LSM Eastside Rail Corridor Advisory Committee – Regional Planning Process Facilitation**. King County has identified the forty-two mile Eastside Rail Corridor is an important multi-purpose transportation spine connecting communities in East King County. We would be delighted to have an opportunity to work on this important project.

Cedar River Group is a Seattle-based public policy consulting firm that has done extensive work on transportation policy, management, and finance in Washington state. Our recent work has included facilitating the Metro Regional Transit Task Force, which was awarded the James R. Ellis Regional Leadership Award from the Municipal League for its work to clarify and organize the priorities and implementation processes for local transit during a time of budget reductions. In addition, we have worked on statewide transportation funding, facilitating the Governor's 2011 *Connecting Washington Task Force*, and have staffed the State-mandated Sound Transit 2 expert review panel.

Cedar River Group has extensive experience facilitating and mediating diverse groups, and helping those groups create successful outcomes. We also have considerable experience working with elected officials and technical staff work groups.

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

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

Thank you for the opportunity to respond to this RFP. Our team would be pleased to be selected for this project.

Sincerely,



John A. Howell  
Partner

## A. APPROACH TO WORK

### 1. Statement of Purpose (How to Achieve Consensus)

Several principles are essential for creating consensus in a process such as this. The facilitator and the process must be perceived as unbiased and fair. To accomplish this, we create clarity about the group's charge, give all participants equal voice (at meetings and through informal communication between meetings), foster respectful communication, guide participants in adopting and adhering to ground rules for the group's operation and expected behaviors, and provide accurate and even-handed written and verbal summaries of meeting deliberations. The process must also allow alternative solutions to be proposed, analyzed and discussed. The facilitator and staff support must be responsive to the group's needs and requests (within reason). Participants must feel they have sufficient time to understand the issues and consider solutions.

Finding consensus requires that the entire group receive: the same baseline of information about the issues requiring resolution, including legal, policy, or budget constraints and requirements; an understanding of the issue's evolution and history; and budget, operational or programmatic data that describe the nature of the issues to be resolved. Before addressing solutions, participants need to understand each other's interests (as opposed to positions)—that is, “why” someone wants to achieve an objective, as opposed to “how” they want to achieve it. Once interests are clear, participants can suggest and test a variety of possible solutions. Potential solutions can come from group members, staff or outside stakeholders. The facilitator must constantly be listening and probing to identify solutions that can satisfy the various interests and lead to consensus. This may require encouraging all members to participate in discussions. Finally, the written summary of the consensus must be fully vetted and approved by participants.

### 2. Proposed Approach to Work

*a. and c. Scope of work and major deliverables; Describe and explain each task, including resources/information needed from the County and types of tools/resources/methodology used*  
The proposed scope of work outlined in the RFP 1420-12-LSM and County Council Motion 2012-0452 is to facilitate the Eastside Rail Corridor Advisory Council. The facilitator will carry out this work with guidance from the council's two co-chairs and the support of the technical staff work group. The Advisory Council is to oversee and carry out the development of a regional planning process, which will include: “how to implement and coordinate the rail, trail and utility uses in the corridor, coordinating regional uses with local planning and development by affected cities.” The facilitator's objective is to assist the Advisory Council to reach consensus on its recommendations. The following outlines the needed tasks and deliverables.

**Task 1: Getting Started – Prepare and Reach Agreement on Project Scope of Work and Schedule, and Conduct Review of Background Material.** Ensure that consultant scope and schedule are consistent with the County's expectations. Work with staff to finalize Advisory Council invitation letter. Review background materials. Agree on frequency and type of communication among facilitator, project manager and staff working group.

*Deliverables:* Final scope of work, budget and schedule; Final invitation letter

*Information Needed & Tools/Resources:* Relevant materials on project history, County policies, agreements among the parties, maps, etc.; Draft invitation letter; Clarity on expected frequency and type of communication with staff, elected officials and staff work group; Clarity about expectations for stakeholder outreach.

**Task 2: Communication with Advisory Council Members.** Establish a strong relationship with the Council's co-chairs. The initial conversations with them will focus on desired outcomes, identify issues, clarify roles and establish communication protocols (frequency and method). We will conduct initial conversations with all Advisory Council members prior to the first meeting to identify expectations and issues/opportunities for reaching consensus, and will communicate with them between meetings to explore concerns or ideas expressed at formal meetings. This communication is essential for finding solutions.

Deliverables: Summary memo of major issues/opportunities identified in initial discussions.

Information Needed & Tools/Resources: Advisory Council and staff work group rosters. Between-meeting communication via face-to-face meetings, phone calls and emails.

**Task 3: Prepare Materials for Advisory Council Meetings.** Prepare ground rules/protocols for discussion at the initial meeting. These will address such issues as the definition of consensus, use of alternates, contacts with the press, voting procedures, public comments at meetings, etc. Prepare draft and final agendas and meeting summaries for each meeting. The draft agendas will be reviewed with the co-chairs and staff work group before they are finalized. The draft meeting summaries will be reviewed by the project manager and/or staff team before being sent to Advisory Council members. We will work with staff to identify the materials for a background briefing notebook for the Advisory Council. This notebook will ensure that all council members have the same foundational information. We will also work with those presenting at meetings, review and comment on proposed materials to be provided to the Advisory Council, and work with the staff team to respond to information requests from the council.

Deliverables: Draft and final adopted ground rules; Draft and final meeting agendas and meeting summaries; Comments on meeting materials prepared by staff. (Also see Task 4 deliverables.)

Information Needed & Tools/Resources: Briefing notebooks prepared by staff team to include: Advisory Council roster; authorizing legislation; proposed Advisory Council schedule; background on appropriate County or other local jurisdiction policies, state or federal policies/rules that provide a framework for local planning decisions (i.e., Rails to Trails Act); good maps of the corridor; history of the corridor's use and ownership; and other information for context.

**Task 4: Facilitate All Advisory Council Meetings.** Facilitate meetings consistent with the approach described at the beginning of this section. See *e. Proposed Schedule* for details.

Deliverables: Statement of members' interests; Statement of Principles; Draft and final Charter; Outline of draft recommendations for review and comment by staff and Advisory Council.

Information Needed & Tools/Resources: The staff work group will develop technical and policy materials in response to Advisory Council requests for information. County will distribute and copy materials for meetings, and arrange for meeting locations. The facilitator will use interest-based mediation principles (i.e., focus on interests vs. positions), and a voting technique that enables early identification of issues that require resolution. At key points all Advisory Council members will be asked to share opinions.

**Task 5: Participate in Technical Staff Work Group Meetings.** Work with the staff group to identify and solve issues as they arise, determine how best to respond to Advisory Council requests for information, strategize about options that address Advisory Council members' interests, discuss stakeholder outreach, and review and discuss draft recommendations and the final report. The staff work group will play an integral role in achieving a successful outcome.

Deliverables: Review and comment on draft work group agendas and materials; Prepare requested materials on project process/schedule; Provide draft recommendations and consensus report for review and comment.

Information Needed & Tools/Resources: County staff will set the agendas for the staff meetings and provide materials for review that will be discussed by the work group; County staff will take the lead in communicating with work group but will provide roster of members.

**Task 6: Stakeholder Outreach.** Work with the Advisory Council and staff work group to develop a stakeholder outreach strategy to support the Advisory Council's efforts to reach out to a "broad spectrum of stakeholders," as envisioned in the RFP. A combination of strategies could be used, including: allow public comment at each meeting; accept written stakeholder comments; conduct meetings with individuals or small groups of stakeholders at key milestones; conduct public forums or open houses to inform stakeholders about the project and accept comments; create an email distribution list of interested parties for meeting notices and links to meeting materials posted on the web site; provide online access to all Advisory Council materials and encourage online comments. We will participate in the outreach activities, as appropriate.

Deliverables: Draft and final outreach plan and schedule; Preparation and/or review of materials for outreach activities, including web site text; Summary of stakeholder/public comments.

Information Needed & Tools/Resources: County will develop a public web site for the project's agendas, meeting summaries and other materials; County will provide logistic support for any public meetings/forums (i.e., secure meeting locations, provide copies of materials, etc.).

**Task 7: Prepare Draft and Final Recommendations and Consensus Report.** In consultation with co-chairs, prepare recommendations and report for review and approval by Advisory Council and staff team.

Deliverables: Draft and final recommendations and consensus report.

Information Needed & Tools/Resources: Maintain single-source editing of documents (by facilitator); Clearly mark document versions and make changes clearly visible. Final report could allow for minority opinion, if consensus is defined as less than unanimous approval.

**Task 8: Participate in Briefings and Updates of Executive, Council, or Other Stakeholders.** Participate, as requested, with staff and Advisory Council members to provide briefings on status of work and final recommendations.

Deliverables: Draft and final presentation materials summarizing the Advisory Council's work.

Information Needed & Tools/Resources: County will notify facilitator of time and location for briefing presentations, and discuss desired presentation. County will prepare copies of materials.

***b. Significant challenges that could arise***

- Ensuring a strong commitment to/participation in the process from all parties.
- Historic tensions among stakeholders, which could make communication challenging.
- Getting all the parties to work toward solutions that meet the interest of all parties.
- Keeping stakeholders informed about the project's progress and helping them feel they have had a voice in developing recommendations.
- The current budget climate, which could limit creative thinking about potential solutions.
- Gaining support for recommendations from the Advisory Council's governing bodies.

***d. Approach to addressing political and technical conflicts***

The first step is to understand the difference between the two kinds of conflicts and to use the project structure (Advisory Council and technical work group) to direct conversations to the appropriate group. Our approach to resolving political conflict is to encourage the parties to express their interests and concerns, both at the formal meetings and in private discussions or sometimes in small groups. We often communicate with members between meetings to identify possible solutions and explore how consensus can be reached. At the formal meetings we work to create an atmosphere of problem solving through even-handed facilitation of discussions, and by drawing attention back to the group's original charter, the baseline data and facts presented to the full group, and the Solution Principles established by the group. Our approach to technical conflicts is similar, along with making sure there is discussion, understanding and ultimately agreement about the underlying technical data and information. It is also important to facilitate discussions to encourage parties to separate personalities from issues of disagreement.

***e. Proposed schedule, including duration of meetings and general description of activities and outcomes for each meeting. Include specific tasks and milestones***

The suggested monthly meeting schedule assumes two-and-a-half hour sessions. As the project progresses it may require one or more longer sessions and/or use of subcommittees between meetings. In the last months (May through July), the council may need to meet more frequently (i.e., twice a month), depending on the progress toward finding consensus.

- **December: Preparation** – Finalize project scope, schedule and budget. Consultant review of background materials. Conversations with co-chairs.
- **January: Laying the Process Foundation** – Conversations with all Advisory Council members. First council meeting to include: Introductions; Remarks from co-chairs about the charge to the council; Discussion of ground rules; Presentation of background materials; Identify requests for additional background materials; Initial discussion of approach to stakeholder outreach; Review schedule and determine upcoming meetings.
- **February: Building the Framework of Consensus** – Second council meeting: More detailed briefings on County and/or local policies; Approval of ground rules (if changes suggested at first meeting); Identification of members' interests; Discussion of draft Solution Principles to guide recommendations on policy framework; Continue to provide information requested by members. Conduct stakeholder outreach, as identified in strategy.
- **March: Finalize the Advisory Council Charter** – Third council meeting: Review and approve Advisory Council charter (by 3/29/13), which will identify short- and long-term issues requiring resolution, including potential changes to the countywide planning policies; Approval of Principles. Conduct stakeholder outreach, as identified in strategy.
- **April – May: Development of Recommendations** – Fourth council meeting: Discuss short- and long-term objectives; identify policy alternatives for addressing parties' interests and discuss pros and cons; Review and approve outline for summary report. Fifth council meeting: Discuss draft recommendations. Conduct stakeholder outreach, as identified in strategy.
- **June – July: Finalize and Present Recommendations** – Sixth council meeting: Continued discussion of draft recommendations; Review draft summary report. Seventh council meeting: Approval of final summary report (by 7/31/13); Agreement on next steps.
- **August** – Work with council members and staff work group to present findings.

## B. SPECIALIZED EXPERIENCE, TECHNICAL COMPETENCY, AND PAST PERFORMANCE

### 1. Past Experience

#### *a. Similarity of scope and complexity*

Cedar River Group has extensive experience and considerable success in designing and facilitating group processes to reach consensus solutions that all parties can support. Most of our facilitation/mediation projects involve representatives from federal or state agencies, local government, private business, and civic leaders with a diverse range of perspectives. In several cases, we successfully facilitated consensus among stakeholders who had previously sued one another. Our work often involves development of consensus around policies, strategies and tactical outcomes. We understand deadlines and are skilled at moving a group to a successful conclusion in a timely manner. In the examples below, our work involved: planning and facilitating advisory groups of elected and community leaders to find consensus; working with technical staff to prepare materials for the groups; regularly communicating with participants between meetings; preparing agendas and meeting summaries, and draft and final reports; and presenting the recommendations or findings to elected officials, organizations and individuals.

#### *b. Project Examples*

**Puget Sound Clean Air Agency: Tacoma–Pierce County Clean Air Task Force** (Tacoma, WA; 2011; Budget: \$200,000)

Facilitated a 22-member stakeholder task force in the area of Pierce County in nonattainment of a federal air pollution standard. The task force was charged with recommending solutions acceptable to the local community and meeting federal standards. Members included community, business, public health and environmental leaders, local elected officials, state officials, and local residents. In addition to facilitation, we helped identify potential task force members, created decision tools for them, and assisted with public outreach. The task force unanimously approved the final report. The agency is using this report to make recommendations to the state, which must respond to the federal EPA. *Proposed consultant staff involved:* John Howell facilitated task force meetings to reach consensus, assisted with outreach, and drafted the recommendations and report. Rhonda Peterson prepared meeting summaries, and drafted sections of and edited the report. *Contact:* Craig Kenworthy, Executive Director, Puget Sound Clean Air Agency, (206) 689-4004, [CraigK@pscleanair.org](mailto:CraigK@pscleanair.org).

**King County: Metro Regional Transit Task Force** (King County, WA [meetings on Mercer Island]; 2010; Budget: approximately \$140,000)

Facilitated a 28-member stakeholder task force appointed by the County Council and charged with developing a policy framework to guide transit service investments or, if needed, contraction, over 10 years. The task force included elected officials; representatives of labor, business, social services, and environmental interests; and riders. Initially, some task force members strongly supported the existing policies and others supported changes. The task force unanimously approved the final report and recommendations, which were presented to the County Executive and County Council. Metro and King County are taking action on all the task force recommendations. *Proposed consultant staff involved:* John Howell facilitated the task force meetings to reach consensus, drafted written recommendations and the final report. Rhonda Peterson prepared meeting summaries and edited the final report. *Contact:* Kevin Desmond, General Manager, King County Metro, (206) 684-1619, [kevin.desmond@kingcounty.gov](mailto:kevin.desmond@kingcounty.gov).

**Washington State Department of Natural Resources (DNR): Blanchard Forest Strategies Group** (Skagit County, WA; 2006 – 2007; Budget: approximately \$50,000)

Successfully negotiated agreement on management of 4,800 acres owned and managed by DNR at the northern boundary of Skagit County. State law requires this land to be logged to generate revenue for the State School Fund and local governments, but recreational users and environmental groups also claimed interests. The state established an advisory group to develop recommendations. The negotiation included representatives of recreation, environmental groups, timber industry, business and civic leaders, Skagit County, and DNR. In addition to facilitation, we planned and executed a field trip for the advisory committee, and utilized interest-based negotiation tactics. The advisory group successfully reached consensus on recommendations, which the Commissioner of Public Lands approved. The legislature allocated funding to implement the recommendations. *Proposed consultant staff involved:* John Howell facilitated advisory group meetings and negotiations, edited draft summaries, worked with DNR staff to produce meeting materials, and communicated regularly with group members.

*Contact:* [Note: The primary DNR contacts have either retired or left the agency.] Advisory Committee member Mitch Friedman, Executive Director, Conservation Northwest, (360) 671-9950, [mitch@conservationnw.org](mailto:mitch@conservationnw.org).

## **2. Specialized Personnel**

**John Howell**, a partner of Cedar River Group, will serve as facilitator/mediator for the Advisory Council and will be the project manager for the consultant team. In the past seven years, John has served as mediator/facilitator for the Connecting Washington Task Force, Pierce County Clean Air Task Force, Metro Regional Transit Task Force, Blanchard Forest Strategies Group, CASA Latina relocation, Tacoma Narrows Airport expansion, and land use disputes in Walla Walla and Klickitat counties. He has also facilitated numerous strategic planning processes and nonprofit board retreats. He is known for even-handedness, good listening and tact, and has helped each of the groups and projects mentioned above successfully reach consensus. He has a demonstrated track record of managing projects to meet deadlines and budget constraints.

**Rhonda Peterson**, a Cedar River Group Associate, will be responsible for many of the project's materials and communications. She will prepare meeting summaries, assist in planning stakeholder outreach and drafting materials, and provide writing and editing for the final report. She is known for her organizational skills and ability to synthesize and present complex information in a clear manner. She is familiar with King County editorial style requirements, having served as writer/editor of the *Veterans and Human Services Levy 2011 Annual Report*.

**Karen Flink**, a Cedar River Group Project Assistant, will provide any needed financial analysis, design presentation materials and maintain communication with advisory council members. Karen is skilled with both analysis and visual presentation of information.

## **3. Resumes**

See the "Resumes" tab.

## C. COMMUNICATION AND QUALITY CONTROL

### 1. Communication Skills

- a. Sample Documents. Provide five pages of sample documents that demonstrate proposer's ability to provide documentation and effective written communication for a variety of audiences. Sample documents should relate to projects that are similar in scope and complexity to this project.*

Samples from two documents are provided under the Sample Documents tab. The first sample is the first page of the Metro Regional Transit Task Force final report. The second consists of five pages from the recommendations section of the Tacoma-Pierce County Clean Air Task Force final report. Both reports involved technical and financial information, but needed to be understandable for general audiences.

- b. Narrative. Provide brief description of other ways that the proposer effectively communicates, such as verbal and visual.*

Cedar River Group's team understands that different people absorb and learn information in different ways. Some are most comfortable with written information, some with hearing a verbal explanation, some with more visual formats. We develop communication strategies using each of these approaches. Cedar River Group has extensive experience in creating reports, fact sheets, background notebooks, web content, electronic newsletters, and other written documents. We have produced written materials for the County conforming to the King County Editorial Style Manual. Our team also often creates information in visual formats, including PowerPoint presentations, posters, charts and graphs, photographs and maps.

John Howell is a skilled public speaker. He has made numerous presentations to small groups, large public meetings, state, city and county legislative bodies, and state officials. He understands the importance of providing clear and concise information, answering questions directly, and soliciting comments and reactions, when appropriate. He is effective at encouraging all participants to communicate with the larger group. Communication is enhanced when groups can stay focused on the key issues/topics. He also captures ideas or suggestions that are off-topic that the group can revisit at a later time. He attempts to avoid use of jargon and, when appropriate, helps groups see humor in conversations that can help break down barriers. We also understand that listening is a crucial part of the communication process. By asking questions and listening carefully to answers, solutions often emerge. What is not said can often be as important as what is said, especially on controversial topics. We will operate using the "No Surprises" rule, developing regular channels of communication to avoid surprises for the Advisory Council and technical work group members.

### 2. Quality Control

We will achieve quality control through regular solicitation of feedback from the co-chairs, Advisory Council members, and discussions with the staff work group. We will be seeking feedback regarding the quality of the facilitation, usefulness of the materials, and overall project progress. We will monitor the budget and schedule weekly, and discuss both each month with the County's project manager.



### D. COST

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

**Key Assumptions:**

- The facilitator will meet with the Advisory Council once each month, for 2.5 hours each.
- The facilitator will meet with the technical staff work group either via phone or in person, twice per month, for 1.5 hours each meeting.
- The County will be responsible for the copying and distribution of materials related to the Advisory Council's work.
- Agendas for meetings with technical staff group will be prepared by the County project manager, in consultation with the facilitator.
- If meeting summaries are prepared for the meetings with technical staff group, they will be prepared by County staff.
- John Howell will participate in 12 stakeholder outreach events/activities.
- Howell will facilitate all Advisory Council meetings and Rhonda Peterson will attend all meetings to prepare meeting summaries.
- An additional increment is added to Task 4 for extra meetings and/or committee meetings.

**Lump Sum Budget Proposal: \$144,410**

<u>Task</u>	<b>Consultant Staff Hours</b>		
	<u>Howell</u>	<u>Peterson</u>	<u>Flink</u>
Task 1: Prepare and Reach Agreement on Project Scope			
• Finalize scope, schedule and budget	4	2	2
• Finalize invitation letter	4	2	-
• Review background materials	10	10	-
Task 2: Communication with Advisory Council Members			
• Initial conversations with all council members	10	8	2
• Prepare summary memo of issues/opportunities	10	4	-
• Ongoing communication between formal meetings	64	20	4
Task 3: Prepare Materials for Advisory Council Meetings			
• Work with staff to prepare background notebook	6	4	2
• Prepare draft and final agendas for all meetings	21	8	-
• Prepare draft and final ground rules	6	2	-
• Prepare draft and final meeting summaries	12	30	-
Task 4: Facilitate all Advisory Council Meetings			
• Facilitate monthly meetings of Advisory Council	20	20	-
• Communication with staff, members and stakeholders pre- and post-meeting	28	8	8
• Prepare statement of key members' interests	6	4	-
• Prepare draft and final Solutions Principles	6	4	-
• Work with staff to prepare policy options for consideration	16	8	-

<b>Task</b>	<b>Consultant Staff Hours</b>		
	<b>Howell</b>	<b>Peterson</b>	<b>Flink</b>
Task 4: (Continued)			
• Prepare draft and final Advisory Council charter	8	12	2
• Prepare draft recommendations for policy framework, and short- and long-term objectives, with pros and cons	12	6	-
• Additional increment for extra meeting and committee meetings	20	20	6
Task 5: Participate in Technical Staff Work Group Meetings			
• Discuss and review materials and presentations prepared by staff for Advisory Council	20	10	-
• Review and comment on draft work group agendas	14	5	-
• Participate in work group meetings	28	8	-
Task 6: Stakeholder Outreach			
• Develop draft and final outreach plan	10	18	4
• Prepare materials for outreach activities	15	25	10
• Participate in outreach activities	48	12	4
Task 7: Prepare Recommendations and Consensus Report			
• Prepare draft and final report outline	4	12	-
• Prepare final recommendations, and draft and final report	25	60	12
Task 8: Participate in Briefings and Updates of Executive, Council and Other Stakeholders			
• Prepare presentation materials	10	16	12
• Participate in briefings and presentations	16	6	-
<b>Total Hours</b>	<b>453</b>	<b>344</b>	<b>68</b>

**Hourly Rates:**

John Howell: \$210/hr (labor rate \$168; overhead rate \$42)

Rhonda Peterson: \$125/hr (labor rate \$100; overhead rate \$25)

Karen Flink: \$85/hr (labor rate \$68; overhead rate \$17)

**Total Budget Estimate**

John Howell @ 453 hours x \$210/hr	\$95,130
Rhonda Peterson @344 hours x \$125/hr	\$43,000
Karen Flink @68 hours x \$85/hr	\$5,780
Direct expenses (copying, parking, courier, etc.)	\$500
<b>TOTAL</b>	<b>\$144,410</b>

## Karen A. Flink

Cedar River Group ♦ 93 Pike St. #315 ♦ Seattle, WA 98101 ♦ Tel. 206-223-7660 x108 ♦ Fax 206-223-7665 ♦ kflink@CedarRiverGroup.com

**POSITION ON PROJECT** Presentation materials design specialist and financial analysis

### EXPERIENCE

Project Analyst/Assistant (6+ years) Cedar River Group, LLC, Seattle, WA (2006-present)  
Compile and analyze project surveys and prepare financial models. Handle logistical support for client meetings. Prepare project document for presentation to clients. Transportation projects that Karen has supported include: the Washington State Ferries Financing Studies and the Sound Transit Expert Review Panel.

### Experience prior to 2006:

Office Administrator Seattle Chinese Garden Society, Seattle, WA (2003-2006)  
Event Coordinator Boustead Event Services, Seattle, WA (2002-2003)  
Retail Operations Experience Music Project, Seattle, WA (2000-2002)  
Manager/Executive Assistant  
Office Manager Odyssey, The Maritime Discovery Center, Seattle, WA (1999-2000)  
Education Assistant/Customer Service Team Leader Altum's Garden Center, Zionsville, IN (1996-1998)  
Vice President/Financial Analyst/Income Property Closer Kennedy Associates Real Estate Counsel, Inc., Seattle, WA (1990-1995)  
Real Estate Analyst/Senior Income Property Closer/Income Property Closer Security Pacific Bank Washington, Seattle, WA (1989-1990)  
Alliance Mortgage Company, Seattle, WA (1988-1989)  
Peoples Mortgage Company, Seattle, WA (1986-1988)  
Rainier Mortgage Company, Seattle, WA (1981-1986)

### EDUCATION

Masters in Business Administration (Finance), University of Puget Sound, *Tacoma, Washington*  
Bachelor of Science (Mathematics and Economics), Marquette University, *Milwaukee, Wisconsin*  
Liberal Arts curriculum, Carleton College, *Northfield, Minnesota*  
Completed one year toward Associate of Applied Science Degree in Landscape & Environmental Horticulture, South Seattle Community College, *Seattle, Washington*

### EXAMPLE PROJECTS

Tacoma-Pierce County Clean Air Task Force – Handled meeting logistics, preparation and delivery of meeting materials.  
Washington State Ferries Financing Studies – Created Ferry finance model, provided presentation technical support.  
Sound Transit Expert Review Panel – Handled meeting logistics, preparation of meeting materials.

## John A. Howell

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

**POSITION ON PROJECT** Facilitator/Mediator and Consultant Team Lead

### EXPERIENCE

Partner  
(20+ years) Cedar River Group, LLC, Seattle, WA (1992-present)  
Extensive experience as mediator and facilitator (see project examples).  
Involvement in transportation projects includes serving as facilitator for  
Connect Washington Task Force and Metro Transit Task Force;  
administrator for the Sound Transit Expert Review Panel; and mediator for  
the Tacoma Narrows Airport expansion.

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

### Experience prior to 1992:

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

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

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

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

### EDUCATION

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

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

### AWARDS

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

### CURRENT COMMUNITY SERVICE

Board of Directors, Washington Green Schools (2012)

Board of Directors, Burke Museum (2011 – Present)

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

### EXAMPLE PROJECTS

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

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

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

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

## Rhonda G. Peterson

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

**POSITION ON PROJECT**      Communications specialist

### EXPERIENCE

Associate  
(16+ years)      Cedar River Group, LLC, Seattle, WA (1996-present)  
Plan and conduct public participation and information programs for nonprofit and government agencies. Provide facilitation for strategic planning and task groups. Develop public participation plans, reports, and a wide range of print and electronic materials. Transportation projects that Rhonda has supported include: the Metro Regional Transit Task Force and the Sound Transit Expert Review Panel. She prepared background materials and meeting summaries of these projects, edited their final reports and assisted with meeting facilitation.

### Experience prior to 1996:

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

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

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

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

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

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

### EDUCATION

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

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

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

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

### AWARDS

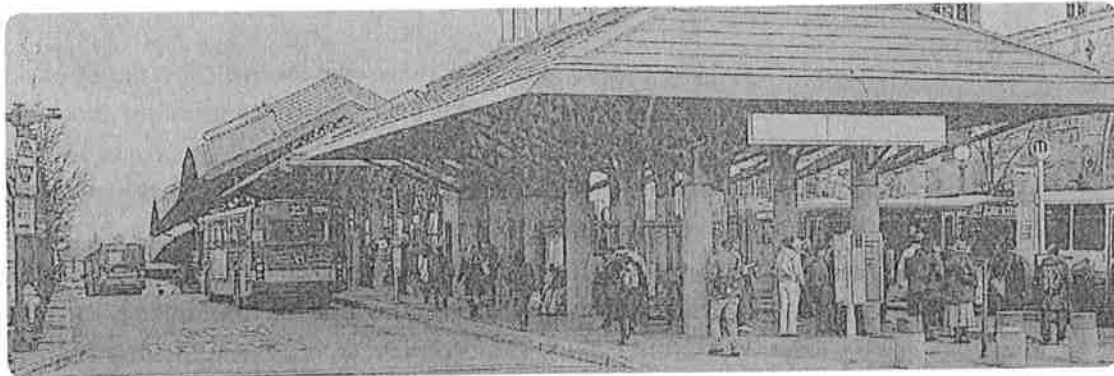
Award for Excellence – Technical Publications/Promotional Materials (for Bellevue Business Recycling Guide), Society for Technical Communication Puget Sound Chapter, 2002/03

### EXAMPLE PROJECTS

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

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

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



## Executive Summary

### Background

#### Task Force Charge and Process

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

#### Key Transit System Design Factors

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

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

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

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

- Enhanced enforcement should be phased in to allow those who receive a first notice of violation to reduce or eliminate the initial fine if they engage in educational opportunities about proper burning practices and the importance of burn bans, or move to a cleaner source of heat. The initial fine should be meaningful enough to provide sufficient incentive to participate in education activities and to discourage subsequent burning during burn bans.
- Enhanced enforcement should continue to accommodate households for whom a wood burning device is their only adequate source of heat, while ensuring that the exemption is used only for those who qualify. Exemptions from burn ban enforcement do not exempt people from burning cleanly nor from other standards.
- Decisions about who provides enforcement should be based first on who would be most effective, while respecting the need to consider any capacity challenges of local governments.
- When implementing a registration program, consider that the goal is to enhance effectiveness of enforcement staff and minimize unnecessary interactions with exempted households.
- Revisions to the Stage 1 and/or Stage 2 “trigger” levels should be considered, as they may enable burn bans to more effectively keep fine particle pollution below the federal daily standard during inversions, and better protect public health.
- Both forecast and monitored data should be included in the burn ban system (as they are currently) to call burn bans.

## **B. Date Certain Removal of Uncertified Wood Stoves and Inserts**

***Goal: Removal of the older, more polluting wood stoves and inserts from the nonattainment area.***

This solution provides lasting emission reductions by removing one of the underlying causes of fine particle pollution from the community —uncertified wood stoves and inserts. The older uncertified wood burning stoves and inserts are more polluting than are other sources of heat. However, this recommendation represents a considerable change from current practices in the community. As mentioned earlier, it is estimated that there are 24,200 uncertified wood stoves and inserts in the nonattainment area, with an estimated 21,200 currently being used. The Clean Air Agency previously removed about 1,200 of them during a voluntary changeout program.

The task force is recommending selection of a date for removal of uncertified devices that will strike a balance between several objectives: (1) provide sufficient time for local residents to make plans to accommodate this new requirement; (2) provide sufficient time for officials to attempt to secure implementation funding; but (3) not set a date too close to 2019 when the area must meet the air quality standards. With uncertainty about the rate of compliance for this proposal, the removal date must allow sufficient time prior to 2019 to adjust the solutions as needed. The task force is also recommending that the Clean Air Agency use a combination of “carrots and sticks” to encourage early adoption of this requirement. This would allow for implementation to be phased, while still maintaining a clear date certain when all uncertified stoves and inserts would be required to be removed.

The removal program would work in concert with the enhanced burn ban enforcement. For example, uncertified wood stove/insert users who receive a notice of violation during a burn ban could receive a

higher fine if they have not removed their device by the deadline. Also, prior to the deadline, enforcement of burn bans could be used to help educate residents about the new removal requirement. This recommendation includes a proposal to create a registration system for all wood stoves and inserts. This element of the program would benefit both the enhanced burn ban enforcement and date certain removal strategies. By knowing who has an uncertified stove, the Clean Air Agency can direct incentives to those residents, provide focused enforcement of a Stage 1 burn ban, and confirm removal of the uncertified device from those homes.

The task force is also recommending that once an uncertified wood stove is removed, the homeowner should be able to replace that stove (if the owner chooses) with any other approved cleaner heating device, including a certified wood stove.

#### ***Key Features of Recommended Solution***

- All uncertified wood stoves and inserts must be removed by end of August 2015.
- Use a combination of incentives, fines, education and regulations (carrots and sticks) to encourage residents to remove uncertified devices by the end of August 2015.
- Create a registration system for all owners of wood stoves and inserts (both certified and uncertified).
- Create a “medium level” of confirmation regarding removal of uncertified stoves and inserts. This could include higher fines for using an uncertified device during a burn ban, or GPS-marked photos to confirm removal. (See pages 32-33 regarding low, medium and active confirmation.)

#### ***Statements of Principle to Guide Implementation of Date Certain Removal of Uncertified Wood Stoves and Inserts***

- Households should have a range of options if they choose to replace their uncertified device (including certified device, pellet stove, or other type of heat), but incentives could vary depending on the device they use.
- Assistance should be provided for low-income households who may be affected by this requirement. The assistance could take several forms, including but not limited to, financial assistance for installing a new heating device, home weatherization, and/or providing additional time for low-income households to meet this requirement.
- The solution should accommodate households for whom a wood burning device is their only adequate source of heat.
- Date certain removal should allow time for transitions, yet begin soon enough that the date is meaningful. Timing of implementation should be equitable, be publically acceptable, and allow time to find funding.
- Medium level of confirmation is the preference. But if that is not sufficient to achieve EPA approval or program effectiveness, a more active form of confirmation should be used. If more rigorous methods of confirmation are needed, they should be equitable and as nonintrusive as possible.



- The purpose of the registration program is to confirm widespread removal of uncertified devices.
- Recognizing the current challenges in local, state, and federal budgets, funds should be prioritized according to the task force’s ranking, where possible. (See below.)

**Allocation of Resources for Date Certain Removal Solution**

There are a variety of ways that funds could be used to support this solution—the date certain removal of uncertified wood burning devices. But in these challenging economic times the availability of funding to support this solution is uncertain. Task force members were asked to rate several different potential uses of funds in order to recommend some priority for the future funding, when and if it becomes available. The task force was provided with a list of five possible opportunities to use funds and asked to rank them from 1 to 5, with 1 being the highest priority and 5 being the lowest priority. Members were also given the opportunity to add other potential uses for funds. The following table lists potential uses of funds and the average ranking created by the task force:

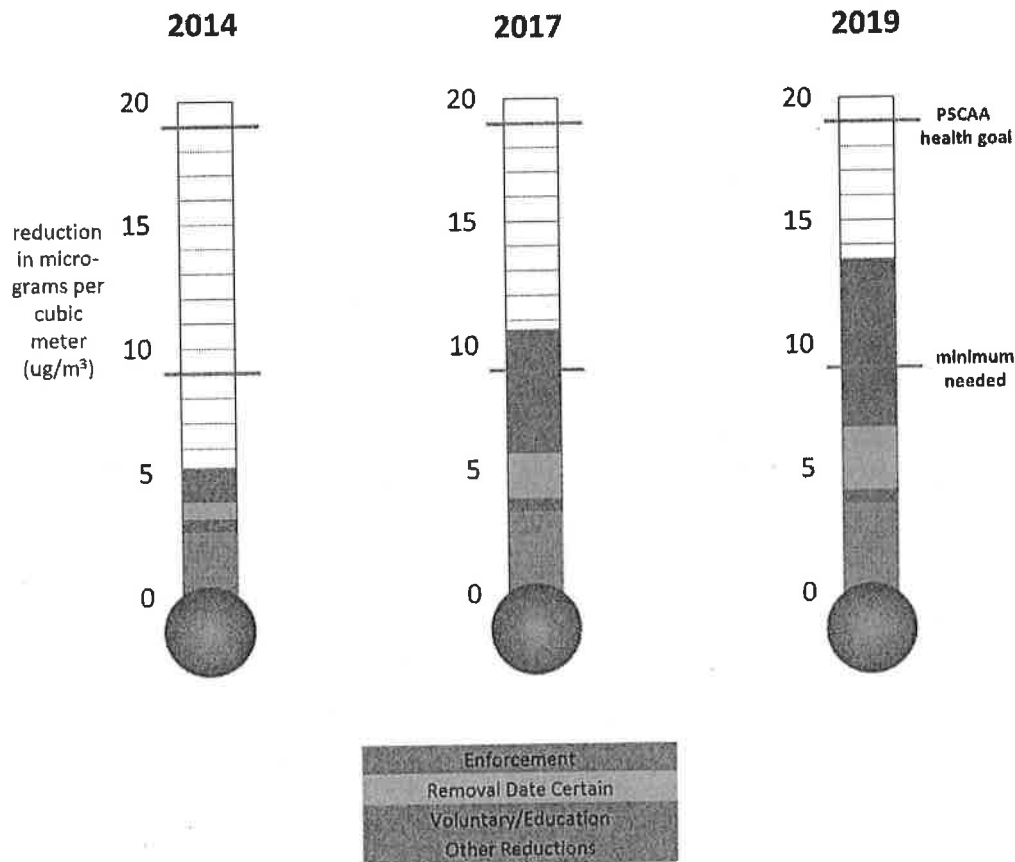
**Table 5. Task Force Ranking for Potential Use of Funds**

Potential Use of Funds	Average Ranking
Assistance for low-income households	1
Assistance to households with no other adequate source of heat	2
Incentive payments for early adopters	3
Incentive payments for cleaner heat	4
Assistance to all households (regardless of income) for removal of stoves/inserts	4
Other (each receiving one vote): <ul style="list-style-type: none"> <li>• Incentives for weatherization for all households that remove stove/insert</li> <li>• Assistance in retrofitting a fireplace with a certified wood heater or pellet heater</li> <li>• Use the point of sale of a home to remove uncertified stoves/inserts</li> </ul>	

**C. Making Progress Toward Clean Air**

The task force was mindful of the need to meet the federal Clean Air standard, but also to reduce overall levels of pollution in the nonattainment area. Since high levels of fine particle pollution have been demonstrated to have impacts on human health, the task force wanted the recommendations to first and foremost meet the federal standard. Using the progress meter described earlier in this report, the task force reviewed the combined effects of the proposed solutions to understand how much progress can be made to achieve both goals. The progress meter shown in Figure 12 demonstrates that attainment could potentially be achieved by 2017 assuming the programs were fully supported over the time frame. By 2019, it is estimated that the nonattainment area would achieve fine particle pollution reductions well beyond what is required by the federal standard, and make progress toward the air quality health goal. It should be noted that there are a large number of assumptions in this estimate that have significant uncertainty. (See Appendix E.)

Figure 13 (next page) demonstrates the proportion each solution contributes to the total reduction by 2014, 2017, and 2019. By 2014, the pie chart illustrates that the most immediate reductions come from non-wood smoke solutions. On the other hand, the 2017 and 2019 pie charts show that the wood smoke solutions make up the largest proportion of the reductions as these solutions are phased in over time.



**Figure 12. Progress Thermometer for Task Force Recommendations**

*This thermometer represents an estimated sum of the solutions proposed by the task force. Note: This is a compilation of a number of assumptions and has a significant level of uncertainty.*



Form **W-9**  
 (Rev. December 2011)  
 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 2.

Name (as shown on your income tax return)  
**Cedar River Group, LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**     Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**93 Pike Street, Suite 315**

City, state, and ZIP code  
**Seattle, WA 98101**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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.

**Social security number**

			-			-			
--	--	--	---	--	--	---	--	--	--

**Employer identification number**

9	1	-	2	1	7	0	9	8	0
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 ▶ *John A. Howell*    Date ▶ *12/3/12*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**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.

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:

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**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.

# REQUEST FOR PROPOSALS – ADDENDUM 1



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

DATE ISSUED: November 29, 2012

Request for Proposal (RFP) Title: Eastside Rail Corridor Advisory Committee-Regional Planning Process Facilitation

Requesting Dept./Div. King County Council

RFP Number: 1420-12-LSM

Due Date: December 4, 2012, no later than 2:00 p.m.

Buyer: Linda. McKinly, linda.mckinly@kingcounty.gov, 206-263-9701

Alternate Buyer: Cathy Betts, cathy.betts@kingcounty.gov, 206-263-9291

This addendum is issued to revise the original Request for Proposal, dated November 20, 2012 as follows:

1. The proposal opening date remains the same: Tuesday, December 4, 2012 no later than 2:00 pm exactly.
2. In Section II, Part 4 – Proposal Requirements and Evaluation Points, replace under Item A. – Approach to Work (et.al.), 3. Evaluation, with the following corrected item.
  3. Evaluation. The County will evaluate the following elements of the Proposer's response to the statement of purpose.

(continued on page 2)

**TO BE ELIGIBLE FOR AWARD OF A CONTRACT, THIS ADDENDUM MUST BE SIGNED AND SUBMITTED TO KING COUNTY**

**Sealed proposals will only be received by:  
King County Procurement Services Section, The Chinook Building, 3<sup>rd</sup> Floor, 401 Fifth Avenue, Seattle, WA 98104-2333. Office hours: 8:00 a.m. - 5:00 p.m., Monday – Friday**

Company Name

Cedar River Group, LLC

Address

93 Pike Street, Suite 315

City / State / Postal Code

Seattle, WA 98101

Signature

Authorized Representative/Title (Please Print)

John A. Howell, Partner

Email

john@cedarrivergroup.com

Phone

206-223-7660 x102

Fax

206-223-7665

**This Request for Proposal – Addendum will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.**

3. In Section II, Part 4 – Proposal Requirements and Evaluation Points, replace Item B – Specialized Experience (et.al.), 3. Resumes, sub-item d. with the following (*italics* added for change emphasis):

d. Proposer is responsible for ensuring that the *contact* information is correct.

**The following information is provided in response to questions received:**

Q1: The “Specialized Personnel” requirement in Part 4, Section B-2 reads as follows:

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

How would you like these requirements addressed, in the resumes or within the approach section?

A1: *It may be appropriate to address these requirements in both the submitted resumes as well as in the “Approach” section of the proposal. That is, the resumes should document the skills, and the proposal should draw attention to those skills.*

Q2: Are tabs (for the 10 page proposal) required?

A2: *Yes, Part 2B – Submittal Format states: “The original and copies of the Proposal shall be indexed with tabs for each section.”*