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**REQUEST FOR PROPOSALS**

**for**

Administrative and Land Development Services

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| **Request for PROPOSALS Issued:** | September 1, 2023 |
| **Proposals Due:** | **2:00PM, September14, 2023** |

**Attachment A – Equal Opportunity Clause**

**Attachment B – Sample Contract**

**Administrative and Land Development Services**

The King County Housing Authority (KCHA) is issuing a competitive Request for Proposals (RFP) from qualified consulting firms to provide administrative and land development services.

**Questions:** Any questions or requests for further information or clarification must be directed to Kevin Preston, Senior Development Manager in writing, either through US mail (please use certified mail) or email (Kevinp@kcha.org) and received no later than 4:30PM on September 8, 2023.

**Submission Deadline:** Proposals, in accordance with conditions defined in the RFP, must be received no later than 2:00PM local time September 14, 2023. Proposals and any attachments should be delivered in person.

**Submission Instructions:** No proposals shall be reviewed before the submission deadline. If a respondent has submitted a proposal in error, it may be resubmitted before the submission deadline. Submissions will not be publicly reviewed.

**Evaluation:** KCHA expects to select the respondent(s) best qualified to provide the services described in this RFP based upon the evaluation criteria set forth in the RFP. KCHA reserves the right to waive any information or irregularities in submittals, or to reject any or all proposals. KCHA also reserves the right to award contracts to multiple firms.

**INTRODUCTION**

**King County Housing Authority Background:** KCHA is a high performing nationally recognized municipal corporation that was created in 1939 in order to provide housing assistance to low-income residents. KCHA operates in King County outside the Cities of Seattle and Renton, and administers over 22,000 apartment units which provide housing for low income households, including families, the elderly and the disabled. KCHA owns and directly manages approximately 4,300 federally assisted multifamily housing units and administers Section 8 housing assistance to another 14,160 households. Governed by a 5-person Board of Commissioners that is appointed by the King County Council, KCHA has 470 employees and an annual operating budget of $440,000,000.

Greenbridge is located in the White Center neighborhood of unincorporated King County. White Center is located between the City of Seattle to the north and the City of Burien to the south. Greenbridge is the redevelopment of a World War II era Public Housing project into a sustainable thriving, mixed-use, mixed-income, and age-inclusive community. When complete, Greenbridge will be home to approximately 3,000 people and nearly 1,000 households. Planned around new urban planning principles, this award-winning community is conveniently situated near downtown Seattle. The entire development covers 95 acres and currently is home to approximately 1,300 residents.

The King County Housing Authority is requesting proposals for administrative and land development services. The selected firm will have experience in the entitlement, construction and close out of a master planned community and specific experience working in King County. The scope of work will be for the master planned communities of Greenbridge and Seola Gardens and can also include other projects that need administrative and land development services. The selected firm will be responsible for providing a variety of development and administrative functions. The Scope of Work includes, but is not limited to, the following:

**SCOPE OF WORK**

* Reviews and assists in drafting contracts, leases, easements and agreements.
* Reading and interpreting floor plans, contracts/leases and architectural drawings.
* Manage multiple concurrent objectives, projects, groups or activities.
* Clearly and effectively communicates both verbally and in writing by actively listening and sharing relevant information.
* Processing land use, building and demolition permits with King County.
* Working on property rights issues.
* Collaborating with Association staff.
* Permit close out.
* Utility developer extension agreement submittals, construction and close out.
* Construction management of vertical housing and infrastructure.
* Work with builder to turnover of builder developed property to the Owners Association for vertical housing, infrastructure and parks.
* Public procurement.
* Review and processing invoices.
* Archiving and record management.
* Scope preparation.
* Cost estimating.
* Construction inspections.
* Value engineering.
* Preparation of bid documents.
* Conduct pre-bid and pre-construction conferences.
* Problem solving.
* Conduct lighting inventories.
* NPDES reporting.
* Landscape maintenance.
* Abatement and Demolition.
* Construction Management.

**Initial Contract.** The scope for the initial contract will include, but is not limited to, the above tasks. KCHA may expanded the scope of work at their discretion. The initial amount of the contract will be $275,000. Individual scopes of work will be negotiated and hours determined in authorizations for a task.

**SUBMISSION, SCHEDULE, AND EVALUATION**

**Letter of Interest.** The Letter of Interest should briefly summarize the consultant's qualifications and experience for this work and list team members assigned to this project. Please include the main contact for the consultant. An officer of the consultant authorized to execute contracts or other similar agreements must sign the letter.

**Experience.** Please list similar master planned development projects that have been accomplished in King County. The experience list should include as many of the scope items above with example projects and completion. The cost proposal should include the firm’s hourly rates for the above scope items. Please provide references for some of these projects.

**Reference Checks.** Although no points will be explicitly assigned to this evaluation criterion, past performance on other projects will be used among other considerations to evaluate both the consultant’s capability to perform the requested services and to assess the risk of poor performance or nonperformance. The reference evaluation factors will include, but are not necessarily limited to, the: (a) accuracy and timeliness and (b) responsiveness to client.

**Sub-Consultants.** Provide the names of any sub-consultants expected to work on the project including any for the possible future phases. Please provide references and experience of sub-consultants.

**Contract Term.** The selected firm will remain under contract for six (6) years.

**Schedule.** KCHA will utilize this contract once it is executed.

**Draft Contract with Insurance Requirements.** A draft contract is included for review in Attachment B. Please verify that your firm can meet the requirements of this draft contract including the insurance requirements.

**Submission.** All proposals should be clearly marked on the outside of a sealed envelope:

**Request for Qualifications -**

**Administrative and Land Development Services**

September 14, 2023, 2:00PM (PDT)

Please submit one (1) original and three (3) copies of your Statement of Qualifications no later than 2:00PM September 14, 2023. Be sure to include the following:

1. Letter of interest signed by corporate principal
2. List of sub-consultants
3. List of experience and project references
4. Hourly rates for scope items – Submit firm hourly rate sheet applicable to scope items.
5. Equal Opportunity Form

Respondents should submit their materials early to avoid any risk of ineligibility due to late delivery caused by unanticipated delays. Upon receipt of each proposal, KCHA will note the exact time and date of receipt. All proposals received will become the property of KCHA and will not be returned to the respondent.

**Proposal Evaluation Criteria.** Proposals will be evaluated by a committee of representatives from King County Housing Authority. Proposals will be evaluated based on the following criteria:

1. Experienced with builder developed properties at a master planned community in King County 25
2. Greenbridge or Seola Gardens experience 15
3. Project Close with jurisdiction and utility providers 20
4. Qualifications of project team 15
5. Hourly rates for proposed scope items 15

**Interview.** KCHA reserves the right to interview the top scoring firms. KCHA reserves the right to change initial scoring of evaluation criteria based upon interviews.

**ADMINISTRATIVE MATTERS**

**Rights Reserved by KCHA.** KCHA reserves the right to waive any irregularities or informalities in the submittal package and to reject any or all Statements of Qualifications. KCHA will generally not disclose the number of responses received, the names of respondents or the status of negotiations until the Executive Director, or their assigns, has approved the award of the contract. KCHA reserves the right to choose one or more respondents and adjust or substitute any team members proposed.

**Records Made Public.** All documents submitted to KCHA will become public records, as per RCW 42.56. If you are submitting information that you think is confidential and/or proprietary to your business, KCHA recommends that you do not submit that information as KCHA cannot guarantee that type of information will be withheld from a public disclosure request.

**Minority‐owned and Women‐owned Business Enterprises (WMBE).** KCHA strongly encourages minority‐owned and women‐owned businesses, as well as socially‐and‐economically disadvantaged business enterprises, to participate as partners or in other business activity in response to this RFP. Small businesses are also encouraged to respond to this RFP.

**Basic Eligibility.** The successful consultant must be licensed to do business in the State of Washington, must have a state UBI number, and be properly authorized and licensed (if required by law) to perform the professional services proposed. In addition, the successful respondent must not be debarred, suspended, or otherwise ineligible to contract with KCHA, and must not be included on the General Services Administration’s “List of Parties Excluded From Federal Procurement and Non-procurement Programs” or the Department of Housing and Urban Development’s Limited Denial of Participation list.

**Payment Requirements.** Respondents should be aware that KCHA will only make payments on the contract issued under this RFP after the work being billed has been completed and will pay reimbursable expenses to the consultant only upon receipt of an invoice for the reimbursable expenses. No advance payments will be made to the consultant who must have the capacity to meet all project expenses in advance of payments by KCHA.

**Addenda.** In the event there are changes or clarifications to this RFP, KCHA will issue an addendum. Addenda will only be sent to those parties who have registered with KCHA as having received an official copy of the RFP from KCHA. It is the responsibility of respondent to check with KCHA prior to the submittal deadline to ensure that all addenda issued by KCHA have been received or to call the KCHA procurement officer named in this RFP.

**ATTACHMENT A**

**RETURN WITH PROPOSAL**

**EQUAL OPPORTUNITY CLAUSE**

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, citizenship status, creed, age, marital status, physical or mental disability, sexual orientation, political ideology, or status as a Vietnam era or specially disabled veteran. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to the aforementioned conditions. Such action 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 apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to the aforementioned conditions of paragraph 1 above.

3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's non-compliance with the non-discrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_

ATTACHMENT B

Sample Contract

**Administrative and Land Development Services**

**Contract#KP2313408**

## This agreement, dated for reference purposes September , 2023, is made by and between the Housing Authority of the County of King, a public body corporate and politic organized under the laws of the State of Washington ("KCHA" or "Owner") and (“Consultant").

KCHA hereby engages Consultant to perform architectural design services and Consultant accepts such engagement, on the terms and conditions of this agreement.

### ARTICLE I - DEFINITIONS

* 1. Project. The Project is administrative and land development services for the Greenbridge Department.
	2. Owner’s Representative. The person who shall have the authority to negotiate, interpret, modify and administer this agreement on behalf of Owner is referred to as the Owner's Representative. The initial Owner's Representative for the Project is Kevin Preston.
	3. Sub consultants. The term "Sub consultants" in this contract refers to professionals retained by Consultant to perform portions of the work of this contract.
	4. Consultant’s Representative e. The person who shall have the authority to negotiate, interpret, modify and administer this agreement on behalf of Consultant is referred to as the Consultant's Representative. The initial Consultant's Representative for the Project is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	5. Notice to Proceed. A written authorization from Owner's Representative to Consultant's Representative to commence that portion or phase of the work described therein.
	6. Additional Authorization. A written description of additions to or deletions from the work to be performed by Consultant pursuant to this agreement, or of an increase or decrease in compensation to be paid by KCHA to Consultant, or a change in the time for performance of the work, signed by KCHA and Consultant.
	7. Attachments. Attachments are made part of this contract as follow s: Attachment A - Rate Schedule

Attachment B - Billing and Payment Procedures Attachment C - Insurance Requirements

**ARTICLE** II - **SCOPE OF SERVICES**

* 1. Consultant shall perform administrative and land development services as necessary in accordance with:

(a.) Attachment A which is incorporated herein by this reference.

* 1. Consultant shall commence work promptly after receipt of a Notice to Proceed.
	2. Consultant shall utilize to the maximum extent possible information presently available and previously completed and approved, to avoid duplication of effort and unnecessary costs. This may involve research by Consultant to locate and obtain such information. Owner will make available to Consultant all applicable information within its control.
	3. Consultant shall have identified in writing prior to executing this agreement the principals and professional level employees, as listed in Attachment A, who will be assigned to the work contemplated by this agreement, and shall not substitute or replace those principals or professional level employees without the prior approval of the Owner, which approval shall not be withheld unreasonably.
	4. Owner may elect to have Consultant render services in connection with Projects, which are in addition to those specified above. Any such services will not be considered extra work and will be specified in an Additional Authorization to this agreement, which shall set forth the nature and scope of the extra work as well as the compensation to be paid by Owner to Consultant for the extra work. Consultant shall not undertake extra work until a written Additional Authorization has been executed by Owner and a Notice to Proceed has been issued to Consultant by Owner. Whenever Owner shall indicate its desire to have Consultant perform extra work, Consultant shall provide Owner with a cost or price analysis required by 24 CFR 85.36(f) prior to issuance of an Additional Authorization.
	5. Consultant shall be responsible for obtaining all licenses and authorizations (Federal, State, County and City), if any are necessary for performance of its work, as soon as possible and in any event prior to commencing its work. Consultant's work will be subject to review and commentary by Owner and its agents. Consultant shall resolve all such comments to Owner's reasonable satisfaction. The Owner shall not unreasonably withhold approval of the Consultant's work. Review and approval of any documents by Owner shall not relieve Consultant of any responsibility for the completeness and accuracy of its work.
	6. All reports, technical data, and other documents produced by Consultant in the performance of this agreement shall be the sole property of Owner, and Owner is vested with all rights therein of whatever kind and nature, whether created by common law, statutory law, or by equity. The Consultant shall retain the right to reuse any standard specification, details, and assemblies that they have provided for this project out of the Consultant's in-house resources. If Owner uses the Consultant's Drawings, Specifications and other documents on other projects, Consultant shall have no responsibility or liability with respect thereto. Consultant agrees that Owner shall have access at all reasonable times to inspect and make copies of all notes, and technical data pertaining to the work to be performed under this agreement.
	7. Owner may elect, at Owner's option, to contract directly with one or more of Consultant's named sub consultants, if any. If and when Owner has so contracted directly with a named sub consultant, Owner shall notify Consultant thereof and shall specify the scope of the work contracted directly. Thereafter, as to the affected sub consultant(s), Consultant shall have no further supervisory responsibilities or liability for the work contracted directly by Owner and, as to such work, Owner shall have no further right to require supervision by Consultant or any obligation to compensate Consultant for supervision of such work.

**ARTICLE** III - **PAYMENT**

* 1. Consultant shall bill Owner monthly for services performed pursuant to this agreement to the date of each invoice, at the rates listed in Attachment A, according to the procedures described in Attachment B, which is attached hereto and incorporated herein by this reference.
	2. Under no circumstances shall Consultant be entitled to compensation for services rendered in correcting deficiencies in the Consultant's work caused by errors or omissions in the work by Consultant's personnel.
	3. Under no circumstances shall Consultant be entitled to compensation exceeding the total amount stated in Attachment B without the prior written consent of Owner.

### **ARTICLE IV - INDEMNIFICATION AND HOLD HARMLESS**

* 1. The Consultant hereby agrees to indemnify and hold harmless the KCHA, its successors and assigns, director, officials, officers and employees, volunteers, partners, and agents (all foregoing singly "Indemnitee" and collectively "Indemnitees"), from and against any and all claims losses, harm costs, liabilities, damages and expenses, including, but not limited to, reasonable attorney's fees arising or resulting from any breach of this agreement and from the negligent performance of the services, or the negligent acts or omissions of the Consultant, its successors, and assigns, employees, subcontractors or anyone acting on the consultant's behalf in connection with this contract or its performance of this contract.
	2. PROVIDED, however, that the Consultant will not be required to indemnify, defend, or save harmless the Indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the Indemnitee or the Indemnitee's agents or employees and (b) the Consultant or the Consultant's agent or employee, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of its agents and employees.
	3. FURTHERMORE, the Consultant acknowledges that the foregoing indemnity is specifically and expressly intended to constitute waiver of the consultant immunity under Washington's Industrial Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.
	4. The Consultant hereby agrees to require all its sub consultants or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract to execute an indemnity clause identical to the preceding clause, specifically naming King County Housing Authority as Indemnitee, and failure to do so shall constitute a material breach of this contract by the Consultant.

### **ARTICLE V - SUSPENSION AND TERMINATION**

* 1. The Owner may at any time give written notice to the Consultant to suspend work on the Project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Consultant is given written notice to resume work within one hundred twenty (120) calendar days after the suspension became effective. If notice to resume work is not effective sooner than 120 calendar days, the Owner will consider a claim for equitable adjustment in compensation.

If, through no fault of Owner, Consultant shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if Consultant shall violate any covenants, agreements, or stipulations of this agreement, Owner shall thereupon have the right to terminate this agreement by giving written notice to Consultant of such termination at least ten (10) days before the effective date of such termination, and specifying the effective date or termination if the specified defaults have not been sooner corrected to the reasonable satisfaction of Owner. If the specified defaults are not remedied by the termination date set forth in such notice, all finished or unfinished documents required to be produced under this agreement, which includes but is not limited to studies, surveys, drawings, maps, models, photographs, and reports prepared by Consultant, shall remain Owner's property and shall be delivered to Owner upon Owner's request, and Consultant will be compensated for authorized services and authorized expenditures performed to the date of termination. Notwithstanding the foregoing, Consultant shall not be relieved of liability to Owner for damages sustained by Owner by virtue of any breach of this agreement by Consultant, and Owner may withhold reasonable amounts from the payments to Consultant for the purpose of offset until such time as the exact amount of damages due Owner from Consultant have been determined.

* 1. Owner may at any time terminate this agreement for its need or convenience by a notice in writing from Owner to Consultant, which shall state the effective date of such termination. In the event of a convenience termination, Consultant will be compensated for authorized services performed prior to the effective date of termination, plus reasonable authorized expenditures. No fee or other compensation for the uncompleted portion of the services will be paid except for indirect costs which Consultant can establish were previously incurred solely and expressly for its performance of this agreement and which would have been compensated for over the life of this agreement, but for the termination, and would have to be absorbed by the Consultant if not reimbursed by Owner.
	2. In the event of termination, Consultant shall deliver to Owner all work products, reports, estimates, schedules and other documents and data prepared pursuant to this agreement.

### **ARTICLE VI - INSURANCE**

6.1 Consultant shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the negligent performance of the work hereunder by Consultant, its agents, representatives, or employees, in accordance with the requirements set forth on Attachment C, which is attached hereto and incorporated herein by this reference.

### **ARTICLE VII - COMPLIANCE WITH LAWS**

* 1. Consultant shall comply fully with Title VII (Civil Rights Act of 1964) of the United States Code and all applicable Washington Statutes regarding unlawful discrimination m employment, as well as all related laws regarding discrimination in employment practices.
	2. Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sexual orientation, marital status, changes in marital status, pregnancy, or parenthood. Consultant shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.
	3. Consultant shall comply at its expense with all applicable laws and regulations of the United States, the State of Washington and the County of King existing at the time Consultant's work is performed, including, without limitation, the following matters which are set forth in more detail in the RFQ:
		1. The anti-lobbying provisions of 31 U.S.C. Section 1352; and
		2. The provisions of the Americans With Disabilities Act ("ADA") which, in part, makes it a violation to Survey or construct facilities for first occupancy after January 26, 1993, that do not meet the ADA's accessibility and usability requirements.

In the event that the Consultant does not comply with any of the requirements set forth, this contract may be cancelled, terminated, or suspended in whole or in part.

### ARTICLE VIII - MISCELLANEOUS PROVISIONS

* 1. Binding Effect. This agreement shall be binding on the parties hereto and on their respective successors and permitted assigns.
	2. Assignment. Neither this agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by Consultant without, in each instance, the prior written consent of Owner, which Owner may withhold or condition in its unrestricted discretion.
	3. Notices. Any notices required or permitted by this agreement shall be in writing and shall be deemed duly served when personally delivered to the party to whom it is directed or when deposited in the United States mail, first-class postage prepaid, addressed to Owner at 600 Andover

Park West, Tukwila, WA 98188 or to Consultant at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Either party may change its address for the purposes of this paragraph by giving written notice of

Such change to the other party in the manner provided in this paragraph.

* 1. Safety. Owner expects a strong emphasis on safety from Consultant. The ultimate goal is an accident free project. Consultant shall require its employees and agents to observe a high level of safety awareness and performance. The Consultant shall have no responsibility for job site safety other than for its own employees and agents.
	2. Time. Time is of the essence of every provision of this agreement. All time periods stated in days shall be taken to mean calendar days unless the specific provision states to the contrary. Whenever a time period ends on a day which is a Saturday, Sunday or legal holiday, the time period in question shall automatically be extended to the next day which is not a Saturday, Sunday or legal holiday.

Disputes. The parties shall attempt to resolve any disputes related to this agreement by negotiation or mediation. A party shall initiate mediation by serving the other party with a mediation demand. Upon receipt of a mediation demand, the parties shall confer in a good faith effort to agree upon a person who will serve as the mediator. If the parties are unable to agree on a mediator, the parties will refer the selection of a mediator to Judicial Dispute Resolution of Seattle. If the parties fail to settle the dispute after mediation, the dispute shall be determined by binding litigation, upon the demand of either party, by Judicial Dispute Resolution, LLC of Seattle (or, if it no longer is in existence, by a similar organization). The arbitration shall be conducted before a single arbitrator, who shall determine the rights and obligations of the parties in accordance with the substantive laws of Washington. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party in the arbitration proceedings shall recover from the other party its reasonable attorney’s fees and costs incurred therein, and in preparing therefor, and in any appeal therefrom, in such amount as the arbitrator shall determine, which sum shall be included in the award. Consultant shall continue its work unabated while the dispute resolution proceedings are in process, unless directed in writing by Owner's Representative to suspend work or some part of the work pending resolution of the dispute.

* 1. Applicable Law: Jurisdiction and Venue. This agreement shall be interpreted and enforced in accordance with Washington law. The parties consent to jurisdiction and venue for resolution of any disputes in King County, Washington.
	2. Entire Agreement. This agreement, including the Attachments hereto and other documents incorporated herein by reference, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements or understandings with respect thereto. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a Change Order to this agreement.

# OWNER: KCHA

By: Its: Date: \_

# CONSULTANT:

By:

Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT A**

**Rate Schedule**

|  |  |
| --- | --- |
| Managing Principal |  |
| Principal |  |
| Associate |  |
| Administrative  |  |
| Mileage Cost Per Mile |  |
|  |  |

### **ATTACHMENT B**

**Billing and Payment Procedures**

1. Amount of Compensation. Limitation on total compensation will be $. The total cost will include any and all negotiated reimbursable amounts.
	1. Duration of Contract: 6 years
	2. Compensation: The attached Rate Schedule (Attachment A) illustrates proposed rates are in line with rates used in earlier phases of the project or similar projects.
2. Manner of Payment. Owner shall make payments to Consultant as follows: Consultant shall submit monthly invoices for services rendered and for reimbursable expenses, if any, incurred within thirty days of performance of the service or incurring the expense. The invoice shall itemize the primary tasks and percentage complete and shall include copies of invoices for reimbursables. Reimbursables shall be supported by true, correct and legible copies of Consultant's invoices for authorized reimbursable. Any claim for payment for services or expenses submitted more than sixty (60) days after performance of services may be refused by Owner; provided, however, at its discretion, Owner may accept such a late claim upon a showing by Consultant of a valid cause for the delay. Where applicable, statements for services rendered shall be based upon Consultant's estimate of the proportion of the services actually completed at the time of the billing. If Owner objects to any statements or portions thereof submitted by Consultant, the undisputed portion shall be paid. Payments are due and payable upon receipt of the Consultant's invoice.
3. Payment Upon Suspension of Work. In the event of suspension of work under this Agreement as provided herein, Owner shall pay Consultant, as full payment for all services performed and all expenses incurred by Consultant under this Agreement, all sums actually due and owing to Consultant by Owner under this Agreement on the effective date of the suspension of the Agreement.
4. Labor Rates. The Consultant and its Sub consultants shall maintain their labor rates Outlined in Attachment A as effective at the signing of this contract for a period of two (2) years from the contract date. After the two-year period, the Consultant is entitled to increase labor rates by a reasonable proportion set by agreement of the parties, which shall not exceed, at a maximum, five percent (5%) per year

### **ATTACHMENT C**

**INSURANCE REQUIREMENTS**

Consultant(s) shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its employees, sub-consultants, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the Consultant. By requiring the insurance below, KCHA makes no statement or representation that such coverages and limits are independently adequate for the Consultant's business operations. Consultant is encouraged to contact their insurance representative to establish such adequacy.

**Minimum Scope of Insurance**

Shall be at least as broad as:

1. Insurance Services Office (ISO) covering: Commercial General Liability (COL).
2. Insurance Services Office (ISO) covering: Automobile Liability, symbol I (any auto).
3. Worker's Compensation Insurance (L&I) as required by Washington State Law and Washington Stop Gap.
4. Professional Liability (Errors and Omissions).

**Minimum Coverage**

Shall be at least as broad as:

1. General Liability **$1,000,000.00** per occurrence for bodily injury, personal injury, (COL): property damage, and products/completed operations with a

$2,000,000 aggregate limit.

1. Automobile Liability:
2. Washington Stop Gap:
3. Professional Liability (Errors and Omissions):

**$1,000,000.00** per accident for bodily injury/property damage.

**$1,000,000.00** per accident for bodily injury, sickness, or disease.

**$1,000,000.00** per claim, **$2,000,000.00** aggregate.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the KCHA. At the option of KCHA, both the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects KCHA, its officers, officials, employees, agents, partners, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions**

* 1. The CGL policy shall contain, or be endorsed to contain, a provision naming the Authority (KCHA), its officers, officials, employees, agents, partners, and volunteers as additional insureds as respects products and services of the Consultant. The additional insured status will be provided on ISO form CG 20 IO 11 85 or other form providing equivalent coverage.
1. The Consultant's insurance coverage shall be primary insurance as respects the Authority (KCHA), its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by the Authority (KCHA), its officers, officials, employees, agents, partners, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after **thirty (30) days [ten days (10)** for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Authority (KCHA).
3. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-: Vil. Consultants must provide written verification of their insurer's rating.
5. **Verification of Coverage:** The Consultant shall furnish the Authority (KCHA) with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority (KCHA) before Consultant commences delivery or products or services. The Authority (KCHA) reserves the right to require complete, certified copies, or pertinent parts thereof, of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
6. **Sub consultants:** Any sub consultant shall include all Consultants as Additional Insured under its policies. Consultant shall be responsible for sub consultant complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the Consultant. All coverage for sub consultants shall be subject to all of the requirements stated herein.
7. **Claims Made Policies:** In the event that the professional liability insurance required by this contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.