# REQUEST FOR QUALIFICATIONS (RFQ)

### TERM CONTRACT

**FOR** 

### **GEOTECHNICAL SERVICES**

**RELEASED BY:** 



### CAPITAL CONSTRUCTION DEPARTMENT 700 ANDOVER PARK WEST, SUITE C TUKWILA, WA 98188

### PROPOSAL DATES

**ISSUANCE DATE: OCTOBER 25, 2023** 

**DUE DATE: NOVEMBER 6, 2023** 

**TIME: 4:00PM** 



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#### RFQ GEOTECHNICAL SERVICES

#### **PART 1 - INTRODUCTION**

#### 1.1 BACKGROUND

The King County Housing Authority (KCHA) is a State of Washington municipal corporation that was created in 1939 in order to provide housing assistance to low-income people. KCHA operates in King County, outside of the cities of Seattle and Renton, and provides assistance to over 20,000 low-and moderate-income households under a variety of Federal, State and Local housing programs. A wide mix of individuals, families, and households with special needs in King, Skagit and Thurston County benefit from KCHA's assistance. Primarily financed by the U.S. Department of Housing and Urban Development (HUD), the Housing Authority manages, maintains and modernizes assisted housing units. Professional services are required from time to time to provide specialized experience and technical competence to assist KCHA with various projects.

#### 1.2 PURPOSE / SCOPE OF PROFESSIONAL SERVICES

- A. The purpose of this solicitation is to qualify Consultants to contract with KCHA to provide professional services on an "as-needed" basis pursuant to the issuance of Task Orders for specific and selected services during the term of the Contract. The selected Consultant's firm shall furnish all expertise, labor and resources in accordance with the requirements of KCHA and shall provide complete services necessary for the Task Order(s) issued throughout the duration of the contract. The intent of this contract is for services to be provided in a timely manner for Task Orders that are of an emergent nature needing prompt response to resolve issues, or to assist KCHA in maximizing its efficiencies in planning. To this end the Consultant must be able to turn items around to KCHA within anywhere from two (2) weeks to one (1) month depending upon the complexity of the task. KCHA may or may not utilize these services or only a portion of the services during the term of the contract. KCHA is under no obligation to fully expend the contract amount with the selected firm(s). KCHA reserves the right to select more than one (1) firm at its own discretion for any task.
- B. The Consultant will provide Environmental services to include, but not limited to:
  - 1. Soil Conditions and Soil Bearing Values
  - 2. Investigations, including Surface and Subsurface Exploration
  - 3. Identify Causes and Assess Risks of
    - a. Land Settlement
    - b. Foundation Problems
    - c. Landslides
    - d. Sinkholes
    - e. Rock Falls
    - f. Other risks as identified
  - 4. Inspection Reports along with Recommendations
  - 5. Provide drawings, specifications and cost estimates as required for capital improvement projects.

#### 1.3 CONTRACT TERM and VALUE

The Scope of any Contract resulting from this RFQ will have specific services to include but not limited to those detailed in Section 1.2 of this RFQ.



#### KCHA – RFQ for GEOTECHNICAL SERVICES CAPITAL CONSTRUCTION DEPARTMENT

**Term of Contract** Five (5) Years

Unless terminated earlier or subject to extension through modification(s), pursuant to the provisions of the Contract.

The Contract value may be adjusted by means of change orders during the term of the Contract as

authorized and approved by KCHA. One Million Dollars is the limit. Any adjustments are at the sole

discretion of KCHA.

Contract Value \$1,000,000.00

#### To review a sample Contract: KCHA Sample Term Contract

#### 1.4 TASK ORDERS, COST PROPOSALS, FEE SCHEDULES and INVOICES

- A. **Task Orders:** Under this Contract, Task Orders may be issued during the term of the Contract. KCHA is under no obligation to issue Task Orders or to expend any money during the term of the Contract. It is further understood that the Consultant's professional services under the Task Orders issued may not be completed during the Contract term, in such case all terms, clauses, rights and obligations of the Contract, including the approved fee schedule, shall remain in force, and shall survive until the professional services are completed.
  - 1. Any individual Task Order fee shall not exceed: \$100,000.00
  - 2. **Aggregate total** of invoiced fees for all Task Orders issued during the Contract term shall not exceed: \$1,000,000.00
  - 3. **No monetary change orders** will be written to any Task Order.
  - 4. Review a sample <u>Task Order</u>
- B. Cost Proposal: For each Task Order, the Consultant shall be required to submit a detailed Cost Proposal by task and by discipline / classification per the negotiated two (2) year fee schedule (see 1.4.C of this RFQ for specifics). Cost proposals shall be on the firm's letterhead and signed by an authorized representative. Consultant estimates shall be based on the Scope of Service and estimated man-hours required for each classification, discipline, and skill level, utilizing the established rate schedule approved by KCHA, per the Contract. KCHA shall determine the final, not-to-exceed Task Order amount.
  - 1. Categories and their rates sited in each proposal <u>must</u> be honored for the full term of proposal/Task Order. New categories may be added to the proposal but **only** at the current or lower rate of a similar category that is listed in the proposal that was accepted by KCHA.
  - 2. Review a sample Cost Proposal showing all **required information**
- C. **Fee Schedule:** The Contract prepared by KCHA will document the negotiated acceptable rates for the various classifications, disciplines and skill levels. During the term of the Contract, the Consultant shall be contacted by KCHA to provide a Fee Schedule Adjustment every two (2) years, at which time hourly rates by discipline/classification may be adjusted upon the approval of KCHA. Rate increases shall not exceed the annual year-end Consumer Price Index (CPI-U) compounded over the two (2) year period for Seattle-Tacoma-Bremerton as provided by the Bureau of Labor Statistics from the United States Department of Labor. The minimum rates to be paid are provided in the US Department of HUD-Technical Salary Determination.
  - 1. Task Orders will be billed using the **Fee Schedule** that was **in effect** when the Task Order was written, NOT when the work was performed and/or invoiced.
  - 2. **The Fee Schedule** can be changed during the two-year term ONLY for the addition of people; rates <u>cannot</u> be changed during the two-year term.
  - 3. Review a sample Fee Schedule
  - 4. For the **Technical Salary Determination:** Technical Salary Determination



- D. **Invoice:** For each Task Order, the Consultant will submit an invoice along with a Schedule of Values (SOV), all back-up documentation including sub-consultant invoices and mileage logs.
  - 1. **The Invoice** is reviewed for all requirements as shown in the sample, mathematical accuracy, accompanying documentation and percentage completion accuracy (on SOV).
  - 2. KCHA reserves the right to return the invoice to the Consultant for correction should any items either shown in the sample or stated in 1.4.D.1 above are missing or inaccurate.
  - 3. To review the sample Invoice with SOV

#### PART 2 - TERMS OF RFQ

#### 2.1 RFQ Program Manager

A. The Capital Construction Senior Management Analyst is KCHA's **sole point of contact** for this procurement. All communication between the Consultants and KCHA upon receipt of this RFQ shall be with Senior Management Analyst as follows:

#### Kelly Iverson, Senior Management Analyst

Phone: (206) 574-1218 Email: kellyi@kcha.org

- B. All questions shall be submitted by email only. You may use email for any communication required for this RFQ except for complaint, and/or protest, if any. The subject line in the email should include "Geotechnical RFO".
- C. Consultants shall rely on written statements issued by the RFQ Program Manager for questions related to this RFQ. Communication directed to parties other than the RFQ Program Manager for the solicitation will not be addressed or acknowledged.
- E. If email is impractical all mail must be addressed to:

King County Housing Authority Capital Construction Department 700 Andover Park West, Suite C Tukwila, WA 98188 Attn: Kelly L. Iverson

#### 2.2 Schedule

This RFQ is being issued under the following schedule. Response dates and times are mandatory and non-negotiable. Failure to meet the required due dates and times may result in disqualification from participation. All times shown below are in Pacific Time.

SCHEDULE PROCESS	DATE and TIME
RFQ Issued by KCHA	October 25, 2023
Questions and Comments Due	November 1, 2023 at 2:00PM
Response to Question and Comments Due	November 2, 2023 at 2:00PM
RFQ Due Date and Time	November 6, 2023 at 4:00PM

KCHA reserves the right to revise the above schedule. KCHA will evaluate the submittals after the RFQ closing.

#### PART 3 - CONDITIONS OF PROPOSAL

#### 3.1 General Conditions of Proposal



- A. Basic Requirements: The Consultant shall comply with all requests and instructions as stipulated in the RFQ, Return Documents and HUD-5369-B Instructions to Offerors, Non-Construction.
  - 1. Review <u>HUD-5369-B</u>
- B. Addenda: In the event there are changes or clarifications to this RFQ, KCHA shall issue an addendum. It is the responsibility of the respondent to check with the RFQ Program Manager named in Section 2.1 prior to submittal deadline to ensure that all addenda issued by KCHA have been received.
- C. Eligibility: The successful Consultant and any sub-consultants must be licensed to do business in the State of Washington, have a state UBI number, and be properly authorized and licensed (if required by law) to perform the services proposed.

#### 3.2 Rights Reserved by KCHA

- A. KCHA Reserves the right to:
  - 1. Define and waive any irregularities or informalities in the RFQ.
  - 2. Reject any or all Proposals.
  - 3. Award a contract to one or more consultants.
  - 4. Make a final judgment whether proposals are responsive and responsible to this RFQ after carefully evaluating the proposals and considering all factors.

#### 3.3 Public Record

All information submitted to KCHA will become public record per RCW 42.56. Consultants submitting information should review the confidentiality of such information and relational proprietary information. No guarantee is made by KCHA that submitted information of the Consultant is confidential or proprietary and any information submitted may be disclosed upon a public disclosure request.

#### 3.4 Insurance And Indemnification

- A. 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 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.
- B. Consultant(s) will also indemnify and hold harmless KCHA, its successors and assigns, directors, employees, agents, partners, and volunteers from and against any claims.

Review the Insurance Requirements & complete Indemnification and Hold Harmless verbiage.

#### 3.5 Fair Housing/Accessibility Notice

KCHA is responsible for providing this Notice to all current and future Consultants participating in covered programs or performing work covered under this legislation.

#### For Fair Housing/Accessibility Notice:

https://www.hud.gov/program offices/fair housing equal opp/disabilities/accessibilityR

3.6 Equal Opportunity and Non-Discrimination (Executive Order 11246-as Amended)



The King County Housing Authority is an Equal Employment Opportunity Employer and strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, and small businesses to submit bids or to participate as subcontractors and suppliers on KCHA Contracts.

For Executive Order 11246 (as Amended): Executive Order 11246

#### **PART 4 - STATEMENT OF QUALIFICATIONS**

- 4.1 General Requirements for Responsive and Responsible Qualified Firms
  - A. In addition to requirements listed in form HUD-5369-B, a responsive and responsible qualified firm must meet the following standards:
    - 1. Have had documented five (5) years minimum experience in your profession.
    - 2. Have the technical and financial resources to perform and complete the projects successfully in compliance with the Contract and General Conditions.
    - 3. Have a good record of past performance which includes, but is not limited to, quality of work, ability to complete projects on time, Consultant's integrity compliance with public policy, financial, contractual and tax obligations, Federal and State rules and regulations in performing contracts (refer to Submittal Return Form 1).
    - 4. Include in submittal all Required Submittal Documents as listed in Section 4.2 of this RFQ.
- 4.2 Submittal Information
  - A. One (1) bookmarked pdf submittal.
  - B. Submittals shall be:
    - 1. A maximum of thirty (30) pages not counting
      - a. Table of Contents
      - b. Cover sheet
      - c. KCHA forms that must be returned
    - 2. Not less than 11-point type
    - 3. **Bookmarked** in the order as listed in 4.2.C below
  - C. Order and Content
    - 1. Cover Sheet
      - a. Includes firm's letterhead with name and address of firm
      - b. Be directed to KCHA including KCHA's address
      - c. Include the project name (i.e., Request for Qualifications for Geotechnical Services)
    - 2. Table of Contents
    - 3. Professional Qualifications
      - a. Company overview
        - 1) List company's specialties
        - 2) Year company established
      - b. Professional and technical competence, experience and capabilities
        - 1) Identify proposed personnel to perform the work
        - 2) Include resumes of the proposed personnel; to include education, substantive experience and any managerial experience
    - 4. Service Performance
      - a. Describe your firm's structure
        - 1) Company-wide organizational chart



- 2) Project organizational chart showing proposed staffing matrix
- b. List Sub-consultant Firms that would assist with tasked projects
  - 1) List sub-consultant's discipline
  - 2) Profile
  - 3) Prior working relationship
- c. Present & past performance with similar services and contracts
  - 1) Detail similar relevant projects completed or in process
    - a) Detail extent of firm's responsibilities with respect to those projects.
    - b) Include firm's experience with low-income, multi-family and affordable housing.
    - c) Attach photos or samples of complete projects.
    - d) Reference individual projects' contact person and phone number.
  - 2) Describe your firm's experience & comprehensive knowledge of performing services as requested in Section 1.2 of this RFQ.
  - 3) Describe firm's experience with on-call / indefinite delivery professional services with the following:
    - a) Housing authorities
    - b) Local jurisdictions
    - c) Other government agencies
- d. Describe your firm's ability to meet time and budget requirements.
  - 1) Project schedules (including being able to turn items around in a very quick manner Section 1.2 of this RFO)
  - 2) Outline your firm's successful history with time and budget performance factors

#### 5. Management Qualifications

- a. List a single point of contact for all business concerns, including escalated concerns. This person should be able to make project and financial decision. List name, title, phone and email address.
- b. List the name, title and email address of the official who, if your firm is selected, is authorized to bind your firm to contractual requirements\*.
- c. Provide your understanding of a Schedule of Value based on the sample provided in this RFQ. SOV
- d. Provide a clear description of your invoicing processes and include the following:
  - 1) Is your firm's accounting in-house or is an outside third party used?
  - 2) Can your accounting office provide all items required to be on the invoice no matter the format? <u>Invoice</u>
  - 3) Can your accounting office provide all required back-up documents?
  - 4) Who will verify the SOV and invoice match?
  - 5) Ability to work with multiple task orders concurrently.

#### IF SUBMITTING A PROPOSAL

- 6. KCHA forms these forms are to all be signed by an official authorized to bind the firm to the provisions
  - a. Firm's Qualifications and Experience Record (Submittal Return Form 1)
  - b. Consultant's Certification (Submittal Return Form 2)
  - c. Sub-Consultant List (Submittal Return Form 3)
  - d. WMBE Survey (Submittal Return Form 4) this is *optional* and will not disqualify your proposal if not submitted
- 7. Business and Professional Licenses

<sup>\*</sup>KCHA understands that a. and b. may be the same person



#### IF NOT SUBMITTING A PROPOSAL

- 8. KCHA forms this form is to be signed by an official authorized to bind the firm to the non-participation decision
  - a. Non-Participation Response (Submittal Return Form 5)

NOTE: Return filled out and signed Non-Participation Response Form to kellyi@kcha.org.

#### 4.3 Submission of Proposal

- A. The Consultant, whether submitting a **Proposal** or a **Non-Participation Response** shall email the proposal or response to:
  - 1. Kelly Iverson, Sr. Management Analyst: kellyi@kcha.org
  - 2. The subject line in the email should include "Geotechnical RFQ Submission".
  - 3. Verify that the submission is 15mb or less. If the submission is greater than 15mb, divide the submission up between multiple emails.
    - a. If multiple emails are sent the subject line in the email should read "Geotechnical RFQ Submission Email 1 of X".
- B. The date and time stamp of the email shall be used as verification that the submittal was received prior to or on the submittal due date and time.
- C. Submittals received after the specified date and time will not be accepted. DO NOT MAIL/COURIER proposals unless specifically requested to do so.

#### PART 5 - REVIEW & SELECTION PROCESS

#### 5.1 Review Process Overview

A. Once the established date and time for submission has passed, KCHA will check and evaluate all submittals for responsiveness to this RFQ. A committee of KCHA personnel will review each submittal and evaluate on the following criteria:

#### 1. Technical Qualifications 0-25 Points

- a. Firm's experience and capabilities in providing on-call services per scope of work.
- b. Proposed personnel have qualifications and experience in services listed in scope of work.

#### 2. Management Qualifications 0-25 Points

- a. Description of ability to work with concurrent task orders clear and concise.
- b. Description of invoicing process (including invoicing for concurrent task orders) clear and concise.
- c. Proposed personnel understands and/or works with Schedules of Value.
- d. Single point of contact listed.

#### 3. Service Qualifications 0-50 Points

- a. Firm has performed similar services and/or worked with similar contracts.
- b. Firm has experience with low-income, multi-family and affordable housing projects.
- c. Firm has worked with housing authorities and/or other governmental agencies.
- d. Firm has shown their ability to meet schedule and budget requirements.
- B. The committee will shortlist the proposals after completing the initial evaluation process and may conduct interviews with selected firms at a time designated by KCHA. KCHA reserves the right to adjust scores of each proposal of non-interview criteria after the interviews are conducted. If necessary, KCHA may also enter into negotiations with the firm(s) to determine the hourly fees and associated costs of the services to be performed. If mutually agreeable terms cannot be met, KCHA may terminate negotiations with the firm(s).



# KCHA – RFQ for GEOTECHNICAL SERVICES CAPITAL CONSTRUCTION DEPARTMENT

C. Once the review process has been successfully completed and any negotiations finalized, a Letter of Award will be issued to successful Consultant(s), followed by a Contract to be signed and returned to KCHA.

#### Office of Public and Indian Housing

#### 1. Preparation of Offers

- (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- (c) Offers for services other than those specified will not be considered.

#### 2. Submission of Offers

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages addressed to the office specified in the solicitation, and showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

#### 3. Amendments to Solicitations

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this solicitation by
  - (1) signing and returning the amendment;
  - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
  - (3) letter or telegram, or
  - (4) facsimile; if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

#### 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

#### 5. Responsibility of Prospective Contractor

- (a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must
  - (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
  - (2) Have a satisfactory performance record;
  - (3) Have a satisfactory record of integrity and business ethics;
  - (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
  - (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the
  - (6) U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

# U.S. Department of Housing and Urban Development

-03291-

Office of Public and Indian Housing

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

#### 6. Late Submissions, Modifications, and Withdrawal of Offers

- (a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
  - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
  - (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
  - (3) Was sent by U.S. Postal Service Express Mail Next Day Service Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "Working days" excludes weekends and U.S. Federal holidays; or
  - (4) Is the only offer received.
- (b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- (c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.
- (d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
- (f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.
- (h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

# U.S. Department of Housing and Urban Development

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Office of Public and Indian Housing

#### 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

#### (b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.
- (c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- (d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.
- (e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to ensure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Wonderful Architects | 1234 Main Street, Suite 100 | City, WA 98000 | P 206.555.5555 | wonderful.com

#### **WONDERFUL** ARCHITECT FIRM

January 1, 2022

Construction Project Manager King County Housing Authority 700 Andover Park W Seattle, WA 98188

RE: King County Housing Authority — Awesome Project

Contract # CC1234567

Request for Architectural Services

#### Description:

Wonderful Architect would like to present a proposal for the review and design efforts for the Awesome Project.

**Site Name:** Venus Satellite

Address: 123 444<sup>th</sup> Ave SE, Seattle, WA 98999

#### **ARCHITECTURAL BASIC SERVICES:**

#### **❖** Task 1 − Schematic Design (50%)

- Design development coordination with KCHA team
- Review Project Schedule
- Review existing project information
- Coordinate onsite meeting with subconsultants & KCHA to review existing site conditions
- Prepare AutoCAD drawings and specifications on WORD files
- Meet with KCHA to review drawings
- Coordinate with local jurisdictions
- Finalization of Schematic level drawings

#### **❖** Task 2 – Developmental Design (75%)

- Refining drawings and specifications
- Provide value engineering
- Finalization of Developmental level drawings and specifications

#### **Task 3 – 90% CD (90%)**

- Refining drawings and specifications
- Provide value engineering (if requested)
- Assist with Building permit and acquisition as required
- Prepare documents for permit package
- Finalization of 90% level drawings and specification

#### **❖** Task 4 − Construction Design (100%)

- Complete final drawings and specifications for bid package
- Complete permitting
- Finalization of Construction level drawings

#### **❖** Task 5 – Sub-Consultants

- Electrical
- Mechanical
- Plumbing
- Structural

#### **❖** Task 6 – Construction Administration

- Attend the pre-bid meeting as required
- Assist with questions and details needed for addendum
- Attend the pre-construction meeting as required
- Assist with RFI and submittals as required
- Provide AutoCAD files of final project documents as required
- Reimbursables
  - Copies Made
  - Mileage
  - Miscellaneous items as allowed by contract

#### **ADDITIONAL SERVICES:**

Additional A&E Services will be provided as requested by KCHA. The following Additional Services are not included in the Basic Services listed above. We propose to provide these services as needed. A fee schedule is enclosed for staff rates and reimbursable expenses.

#### **\*** Additional Services

- Mechanical Engineering
  - Civil Engineering
- Electrical Engineering

- Structural Engineering
- Landscape Architecture •
- Commissioning

#### ARCHITECTURAL SERVICE FEES:

\$17,175.00

#### ARCHITECT SUMMARY

7 INCITITE OF BUILDING	1111						
Classification	Principal	Architect 2	Designer 2	Admin	Total		
Rates	\$200	\$125	\$115	\$50			
HOURS							
Task 1 – SD	10		29	6	\$5,635.00		
Task 2 – DD	12		20		\$4,700.00		
Task 3 – 90%	9		14	6	\$3,471.00		
Task 4 – CD	7		12	7	\$3,130.00		
Task 5 – Consultants					\$5,125.00		
Task 6 – CA					\$500.00		

TOTAL PROJECT FEE: \$22,800.00

Please review the proposed scope of work and fees and respond. We look forward to working with you upon receipt of the signed task order.

# FEE SCHEDULE WONDERFUL ARCHITECTS

FIVE YEAR CONTRACT TERM – 20XX THRU 20XX

FEE SCHEDULE INTERVAL – MM/DD/YYYY THRU MM/DD/YYYY

MAJOR TASK CATEGORIES/	FIXED HOURLY	CURRENT NUMBER
JOB CLASSIFICATION	<b>BILLING RATE</b>	OF STAFF
Principal / Director	\$200	7
Associate / Manager	\$100	6
Technical Specialist / Associate	\$90	5
Project Coordinator	\$90	4
Senior Administrative	\$85	3
Graphics / Designer	\$80	2
Administration / Clerical	\$75	1
OTHER DIRECT COSTS plus 10%	Printing and deliver services, sub-consul	
TRAVEL AND VEHICLE MILEAGE		RS guidelines that are the mileage expense is

#### **NOTE TO CONSULTANTS:**

Fee schedules should be on company letterhead.

Hourly rates are to be in whole dollars with no cents.

Task Orders will be billed using the fee schedule that was in effect when the task order was written, NOT when the work was performed and/or invoiced.



CONSULTANT SERVICES TASK ORDER						
	CONTRACT #:	KI2300165	T/O #:	25		
WONDERFUL	EXPIRATION:	12/31/29	DATE:	06/16/23		
AKCHIIECIS -	CONTRACT AMT.:	\$1,000,000.00	T/O AMT.:	\$22,800.00		
	T/O NTE AMT.:	\$22,800.00	AVAIL BALANCE WITH T/O:	\$640,000.00		
ARCHITECTURAL SERVICES	VENDOR #:	99999	W/O #:	9999		
All Task Orders are issued for a  Not to Exceed (NTE) Amount, including	INSURANCE EXP.:	06/13/24	PROJECT #:	106.5b		
All Applicable and Authorized Reimbursable Expenses	FEE SCH. EXP:	06/13/25	PM:	НМ		

#### **PROPERTY NAME and ADDRESS:**

#### **Venus Satellite**

123 444th Ave SE

Seattle, WA 98999

1. The <u>signed</u> Task Order represents the Notice to Proceed Authorization.

(IF NO W/O EXPLAIN WHY)

2. Send <u>signed</u> Task Order to vendor, it serves as their authorization to begin work.

#### **DESCRIPTION and SCOPE OF WORK:**

Provide design services for Awesome Project.

#### Task 1 - Schematic Design

- a. Project setup & management
- b. Coordinate design with KCHA team and consultants
- c. Review existing project information
- d. Prepare SD's and specifications
- e. Site meeting #1 confirm existing conditions/dimensions

#### Task 2 - Design

- a. Refine DD's using issue log provided by KCHA
- b. Provide value engineering

KCHA INTERNAL INFORMATION:

c. Finalization of Developmental level drawings and specifications

#### **CONSULTANT'S HOUR RATE VERIFIED TASK ORDER AMOUNT:** \$22,800.00 & FEE SCHEDULE ATTACHED: NOTE: Task Order Number MUST be on every invoice submitted for payment INITIALS **AUTHORIZED SIGNATURES: REQUESTED BY: APPROVED BY:** KCHA PROJECT MANAGER SR. PROJ. MGR. / DIR. OF CC-WX DATE DATE **REVIEWED BY: WORK COMPLETED:** CC PROG. MGR. / SR. PROJ. MGR. CC SR. PROJ. MGR. / SR. MGMT. ANALYST DATE DATE



#### **CONSULTANT SERVICES TASK ORDER 25** CONTRACT #: KI2300165 T/O#: WONDERFUL **EXPIRATION:** 12/31/29 DATE: 06/16/23 CONTRACT AMT.: 1,000,000.00 **T/O AMT.:** \$22,800.00 **ARCHITECTS** AVAIL BALANCE \$640,000.00 T/O NTE AMT.: 22,800.00 WITH T/O: **ARCHITECTURAL SERVICES VENDOR #:** 99999 W/O#: 9999 PROJECT #: SCOPE OF WORK for this TASK ORDER: **INSURANCE EXP.:** 06/13/24 106.5b **Continued** FEE SCH. EXP: 06/13/25 PM: HM

#### Task 3 - 90%

- a. Refine drawings and specifications using issue log provided by KCHA
- b. Submit permit documents to city
- c. Electrical engineering design documents
- d.Complete permit corrections and obtain permit

#### Task 4 - CDs

- a. Complete final drawings and specifications using issue log provided by KCHA
- b. Complete permitting
- c. Finalization of Construction level drawings

#### Task 5 - Sub-Consultants

a. Electrical Engineering - Watts Up Doc?

#### **Task 6 - Construction Admin**

- a. One (1) site visit
- b. Assist with up to three (3) RFI's or submittals as requested
- c. Provide CAD or REVIT files of final project documents when requested



CONSULTA	NT SER	VICES <sup>-</sup>	ΓASK	(0	RDER						
				COI	NTRACT #:		KI23	00165	T/O	#:	25
WONDERFUL					EXPIRATION:			31/29	DATE:		06/16/23
ARCHITECTS				COI	NTRACT AM	т.:	1,000	,000.00	T/O	AMT.:	\$22,800.00
An	СППЕ	CIS		T/C	NTE AMT.:		22,8	00.00	AVAIL BALANCE WITH T/O:		\$640,000.00
ARCH	IITECTURAL S	ERVICES		VEN	NDOR #:		99	999	W/		9999
FEES, DELIVE	RABLES & SC	HEDULE for		INS	URANCE EX	P.:	06/:	13/24	PRC	DJECT #:	106.5b
	is TASK ORDE			FEE	SCH. EXP:		06/:	13/25	PM:	:	НМ
•									l		
DESCRIPTION	RATE	TASK 1	TASE	⟨2	TASK 3	TA	SK 4	TASK	(5	TASK 6	LINE TOTAL
Principal	\$200.00	10.00	12.0	00	9.00	7	7.00				\$7,600.00
Architect II	\$125.00										
Designer II	\$115.00	29.00	20.0	00	14.00	1	2.00				\$8,625.00
Admin	\$50.00	6.00			6.00	7	7.00				\$950.00
Consultant(s)	\$1,025.00							5.00	0		\$5,125.00
Reimbursables	\$500.00									1.00	\$500.00
						-					
Tatalilla		45.00	22.6	0	20.00		C 00	F 0		1.00	
Total Hrs. per Task		45.00	32.0		29.00		6.00	5.00		1.00	22.000.00
Total per Task		5,635.00	4,700	.00	3,710.00	3,1	30.00	5,125		500.00	22,800.00
							Т	OTAL N	UT T	O EXCEED:	\$22,800.00

#### **DELIVERABLES** (if applicable):

Initial DD's; Finalized DD's & specs; Initial SD's; Finalized SD's; Permit Set; CD's and spec; 100% construction drawings and specifications; CAD/REVIT drawings

#### SCHEDULE (what is due when/work to be completed by):

NTP 6-16-23

CA 10-16-23 to 1-14-24

Design 6-20-23 to 7-22-23 CD (90%) 8-1-23 to 9-1-23

100% CD's 9-22-23

# **SAMPLE INVOICE**

(Regardless of the Consultant's Invoice formatting, all the contents identified in this sample MUST be incorporated into each invoice submitted by the Consultant)

> Wonderful Architects | 0160 Main Street, Suite 100 | Somewhere, WA 98000 P 206-555-5555 | wonderful.com 1

> > October 19, 20XX 2

Invoice No: 1234.02 4

Period To: September 30, 20XX 5

Contract No: KI2300165 6

Task Order No.: 25 71

Task Order Amount: \$22,800 8

Project No: 106.5b 9

Project Site Name: Venus Satellite 10

Consultant Contact: John Doe 11

King County Housing Authority 3 Capital Construction Dept. 700 Andover Park W., Ste. C Seattle, WA 98188 Attn: Admin

Professional Personnel & Task Numbers 12 (Refer to SOV for details) 13

Personnel		Task/Description		Hours	Rate	Total
Principal	PJ	Task 2 Meet w/ KCHA		2.75	200.00	550.00
		Task 3 Review issue log		3.00	200.00	600.00
		Task 3 Update specifications		3.00	200.00	600.00
			Sub-Total	8.75		1,750.00
Designer	CK	Task 2 Finalized DD drawings		5.00	115.00	575.00
			Sub-Total	5.00		575.00
Admin	ZF	Task 3 Update specifications		2.00	50.00	100.00
			Sub-Total	2.00		100.00
			TOTAL	15.75		2,425.00
Sub-Consultant Sub-Con	-		Units/Ch	arges	Rate	Total
	Watt's	Up Doc?	1,250.	29	1.10	1,375.32
Reimbursable U	nit Expe	enses 15				
			Units/Ch	arges	Rate	Total
09-10-XX PJ Sit	e Visit 5	50.63 miles (round trip)	50.63	3	0.585	29.62
Courier – mylar	s back t	to KCHA	20.00	0	1.10	22.00
		TOTAL				51.62

Total for this Invoice: \$3,851.94

<sup>&</sup>lt;sup>1</sup> Only one task order per invoice

### SAMPLE INVOICE

(Regardless of the Consultant's Invoice formatting, all the contents identified in this sample MUST be incorporated into each invoice submitted by the Consultant)

**Billing Limits 16** 

	Current	Prior	10 Date
Total Billings	3,851.94	9,472.55	13,324.49
Task Order Limit			22,800.00
Remaining			9,475.51

**Outstanding Invoices 17** 

Invoice No. Date Balance

**TOTAL PAST DUE** 

Billings To Date 18

	Current	Prior	To Date
Labor	3.800.32	9,442.93	13,243.25
Reimbursable	51.62	29.62	81.24
TOTAL	3,851.94	9,472.55	13,324.49

#### **SYLLABUS:**

- Consultant's address information on letterhead
- 2 Date of the Invoice
- 3 KCHA address information
- 4 Invoice number
- 5 Period that Invoice Covers
- 6 KCHA contract number
- 7 Task Order Number (only 1 task order/invoice)
- 8 Task order amount
- 9 KCHA's project number

- 10 Project site name
- 11 Consultant's contact person
- Overview of the work done (classification, person's name, task number w/ brief description, hours, rate, and total)
- 13 SOV to be attached with each invoice. See sample
- 14 Overview of sub-consultant(s) charges. All sub-consultant invoices MUST accompany the invoice
- 15 All invoices and mileage logs MUST accompany the invoice. SEE NOTE #2 BELOW
- 16 Overview of billings to date and the remainder left on the task order
- 17 Outstanding invoices (if any)
- 18 Billings to date labor & reimbursable charges separated

### **SAMPLE INVOICE**

(Regardless of the Consultant's Invoice formatting, all the contents identified in this sample MUST be incorporated into each invoice submitted by the Consultant)

#### **NOTES:**

- Fee schedule, Proposal and Invoice MUST be on company letterhead with logo, address, phone number and contact person. Email/website optional.
  - Mileage: Can EITHER be shown on the invoice as in this example with date of trip, total mileage, to
- where, reason for trip, rate and total amount; **OR** mileage log can be attached and the invoice will show date of trip, total mileage, rate and total amount.
- **3** Show Rate paid to Consultant's staff in whole dollars with no cents.
- 4 Use the approved fee schedule that was in effect when the task order was written.
- Proposal/Quotes for Task Orders cannot exceed \$100,000, nor include hourly rates that are over/under the Fee Schedule that is on file with KCHA and is current.
- 6 Only one (1) task order can be listed on an invoice.
- 7 All invoices must be sent to <a href="mailto:einv@kcha.org">einv@kcha.org</a>. If this is not possible, call to make other arrangements.

#### **Return to Text**

### **WONDERFUL ARCHITECTS**

INVOICE NO.:	1234.02
PERIOD TO DATE:	9-30-20XX
TASK ORDER NO.:	25
TASK ORDER AMOUNT:	\$22,800

Α	В	С	D	Е	F	G	Н
TASK ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CC FROM PREVIOUS INVOICE(S)	MPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D+E)	% (F/C)	BALANCE TO FINISH (C-F)
1	Schematic Design	5,635.00	5,629.00	-	5,629.00	99.89%	6.00
	Coordinate w/ KCHA	630.00	315.00		315.00	50.00%	315.00
	Site meeting	1,260.00	1,260.00		1,260.00	100.00%	•
	Prepare SD drawings	3,445.00	3,904.00		3,904.00	113.32%	(459.00)
	Prepare SD specifications (Word format)	300.00	150.00		150.00	50.00%	150.00
					-	#DIV/0!	-
2	Design	4,700.00	3,571.25	1,125.00	4,696.25	99.92%	3.75
	Review issue log from KCHA	800.00	1,100.00		1,100.00	137.50%	(300.00)
	Update DD drawings	1,750.00	1,982.50		1,982.50	113.29%	(232.50)
	Meet w/ KCHA	630.00		550.00	550.00	87.30%	80.00
	Finalize DD drawings	1,520.00	488.75	575.00	1,063.75	69.98%	456.25
					-	#DIV/0!	-
3	90%'s	3,710.00	-	1,300.00	1,300.00	35.04%	2,410.00
	Update DD drawings w/ revised issue log from KCHA	2,210.00		600.00	600.00	27.15%	1,610.00
	Update specifications w/ revised issue log from KCHA	900.00		700.00	700.00	77.78%	200.00
	Permitting	600.00			-	0.00%	600.00
					-	#DIV/0!	-

### **WONDERFUL ARCHITECTS**

INVOICE NO.:	1234.02
PERIOD TO DATE:	9-30-20XX
TASK ORDER NO.:	25
TASK ORDER AMOUNT:	\$22,800

Α	В	С	D	E	F	G	Н
TASK		SCHEDULED	WORK COMPLETED		TOTAL COMPLETED	%	BALANCE
ITEM NO.	DESCRIPTION OF WORK	VALUE	FROM PREVIOUS INVOICE(S)	THIS PERIOD	TO DATE (D+E)	(F/C)	TO FINISH (C-F)
4	CD's	3,130.00	-	-	-	0.00%	3,130.00
	Meet w/ KCHA for final review of drawings/specs	400.00			1	0.00%	400.00
	Finalize drawings and specs	1,730.00			1	0.00%	1,730.00
	Permitting	1,000.00			ı	0.00%	1,000.00
					-	#DIV/0!	-
5	Sub-Consultant Charges	5,125.00	242.68	1,375.32	1,618.00	31.57%	3,507.00
	Electrical Engineering - Watts Up Doc?	5,125.00	242.68	1,375.32	1,618.00	31.57%	3,507.00
					-	#DIV/0!	-
					-	#DIV/0!	-
6	Construction Admin	500.00	29.62	51.62	81.24	16.25%	418.76
	Reimbursables	500.00	29.62	51.62	81.24	16.25%	418.76
					-	#DIV/0!	-
					-	#DIV/0!	-
	TOTALS	22,800.00	9,472.55	3,851.94	13,324.49	58.44%	9,475.51



#### KING COUNTY HOUSING AUTHORITY INSURANCE REQUIREMENTS

# INSTRUCTIONS / ENDORSEMENT FOR COMPLETING, EXECUTING, AND SUBMITTING EVIDENCE OF INSURANCE

#### A. INSURED CONSULTANT:

- 1. In order to reduce problems and time delays in providing evidence of insurance to the King County Housing Authority you are requested to give your insurance agent or broker a copy of the Insurance Requirements Sheet along with the Instructions/Endorsement Form(s) for Completing, Executing, and Submitting Evidence of Insurance.
- 2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State.
- 3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.

#### B. INSURANCE AGENT OR BROKER:

- 1. The appropriate Endorsement Form shall include:
  - a. King County Housing Authority as Additional Insured
  - b. State that the Contractor's Insurance Is Primary
  - c. State King County Housing Authority's Insurance Is Non-Contributory In Claims Settlement Funding

#### PLEASE NOTE: King County Housing Authority WILL NOT ACCEPT Certificates of Insurance Alone.

- 2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit are included. In each instance, King County Housing Authority shall be named as additionally insured on the appropriate endorsement forms.
- 3. You shall have an authorized representative of the insurance company forward the completed endorsement forms with his/her phone number noted at the bottom of the page, to King County Housing Authority.
- 4. The name of the Insurance Company underwriting the coverage and its address shall be noted on the endorsement form.
- 5. The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and/or to either the specific King County Housing Authority's:
  - a. Contract Number
- 6. The Coverage and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc. so covered.
- 7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with King County Housing Authority's requirements.
- 8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.



- 9. When additional sheets are attached, change the number of pages at the bottom of the form to so indicate.
- 10. Completed Endorsement(s) including cancellation notices and questions relating to the required insurance are to be directed to:

KING COUNTY HOUSING AUTHORITY ATTN: CAPITAL CONSTRUCTION DEPARTMENT 700 ANDOVER PARK WEST, SUITE C TUKWILA, WA 98188

- 11. Improperly Completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
- 12. For extensions or renewals on insurance policies which have King County Housing Authority Endorsement Form(s) attached, the Housing Authority will accept a copy of the endorsement to extend the period of coverage as evidence of continued coverage.

#### C. MINIMUM LIMITS:

1. REFER TO "Insurance Requirements" attached.



#### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

Return to Text

#### The Awarded Consultant shall comply as follows:

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 Contractor's business operations. Consultant is encouraged to contact their insurance representative to establish such adequacy.

#### <u>THE KING COUNTY HOUSING AUTHORITY (AUTHORITY) SHALL BE NAMED AS</u> ADDITIONALLY INSURED ON THE APPROPRIATE ENDORSEMENT FORMS.

#### MINIMUM SCOPE OF INSURANCE:

Shall be **at least** as broad as:

- 1. Insurance Services Office Commercial General Liability coverage.
- 2. Insurance Services Office covering any Owned, Leased, Hired and Non-owned, and Automobile Liability (# 1- any auto).
- 3. Worker's Compensation Insurance (L&I) as required by Washington State Law and Employer's Liability Insurance.
- 4. Professional Liability.

#### MINIMUM LIMITS OF INSURANCE:

#### Shall be at least as broad as:

- 1. General Liability:
  - \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage, with an aggregate limit of \$2,000,000.00.
- 2. Automobile Liability:
  - \$1,000,000.00 per occurrence combined single limit covering bodily injury and property damage.
- 3. Stop Gap/Employers Liability:
  - \$1,000,000.00 per accident for bodily injury, sickness or disease. This coverage may be included in the General Liability policy.
- 4. Errors and Omissions:
  - \$1,000,000.00 per claim when professional services are provided under the contract.

#### **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, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect



to KCHA, its officers, officials, employees 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:

All policies except Errors and Omissions (Professional Liability) are to contain, or be endorsed to contain, the following provisions:

- 1. The Authority (KCHA), its officers, officials, employees, agents, partners, and volunteers are to be covered as additional insureds as respect to products and services of the Consultant. The endorsement(s) effectuating the foregoing additional insured coverage shall be **ISO form CG 20** 10 10 01 or its equivalent<sup>1</sup>. Additional insured status shall be for all limits carried, not limited to the minimum acceptable as required herein.
- 2. The Consultant's insurance coverage shall be primary insurance as respect to 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 in excess of the Consultant's insurance and shall not contribute with it.
- 3. The Consultant on behalf of itself and its liability insurance carriers release and waive any claims and subrogation rights against The Authority, its successors and assigns, director, officers, officials, employees, agents, partners, and volunteers. The Consultant agrees that they will cause its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefore, the Consultant shall pay the same.
- 4. 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 (10) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Authority (KCHA).
- 5. 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. 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 (10) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Authority (KCHA).
- 6. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-:VII. Consultant must provide written verification of their insurer's rating.
- 7. 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 the Consultant commences delivery of 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.

<sup>&</sup>lt;sup>1</sup> "Equivalent" means that any endorsements provided must have the equivalent coverage of the listed endorsements. NOTE: This may cost the Consultant extra money to get this coverage.



- 8. 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.
- 9. Claim 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.

#### INDEMNIFICATION AND HOLD HARMLESS:

The Consultant hereby agrees to indemnify and hold harmless KCHA, its successors and assigns, directors, employees, agents, partners, and volunteers of the foregoing ("Indemnitees"), from and against any and all claims and losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorney's fees) arising or resulting from such claims, the performance of the services, or the acts or omissions of the Consultant, its successors and assigns, employees, and agents of each of the foregoing, or anyone acting on the Consultant's behalf in connection with this Agreement or its performance; PROVIDED, however, that the Consultant shall not be required to so indemnify any of such Indemnitees against all liability for damages caused by or resulting from the sole negligence of the Indemnitees; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of the Indemnitees and of the Consultant or anyone acting on the Consultant's behalf, then the Consultant's indemnity hereunder shall be limited to the extent of the negligence of the Consultant or its successors and assigns, et al.

The foregoing indemnity is specifically and expressly intended to constitute waiver of the Consultant's immunity under Washington's Industrial Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.

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 (KCHA) as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the Consultant.



### FIRM'S QUALIFICATIONS and EXPERIENCE RECORD

QUALIFICATIONS			
NAME OF FIRM:			
PHYSICAL ADDRESS:	_		
MAILING ADDRESS: (if different from physical address)			
CONSULTANT IS A(N):	INDIVIDUAL	_	PARTNERSHIP
	LLC		IN STATE OF:
BUSINESS TYPE:			
ARCHITECTURAL	OTHER:	SPECIFY – PLEASE PRINT	
ENGINEERING SPECIFY -	- PLEASE PRINT		
UBI No.:	I	FEDERAL TAX ID No	).:
NO. OF YEARS IN BUSINESS: _		NO. OF EMPLOYEES	IN YOUR FIRM:
<b>Is your</b> firm able to provide all <b>serv</b> ! If "NO", please explain:	ices as stated in the	e RFQ Section 1.2.B?	YES NO
EXPERIENCE RECORD  List three (3) publicly funded multimanaged/supervised and completed a			ned, engineered, and/or
(1) PROJECT IN	•		
PROJECT NAME:			
PROJECT ADDRESS:			
PROJECT DURATION	PROJECT COM	IPLETION DATE	CONTRACT AMOUNT
OWNER'S / CONTACT	I'S NAME	OWNER'S / CONTA	ACT'S PHONE NUMBER
NATURE OF YOUR FIRM'S WOR	 RK		





(2) PROJECT INFOR	MATION	
PROJECT NAME:		
PROJECT ADDRESS:		
PROJECT DURATION PRO	DJECT COMPLETION DATE	CONTRACT AMOUNT
		_
OWNER'S / CONTACT'S NA	AME OWNER'S / CO	NTACT'S PHONE NUMBER
NATURE OF YOUR FIRM'S WORK		
(4)		
(3) PROJECT INFOR	MATION	
PROJECT NAME:		
PROJECT ADDRESS:		
PROJECT DURATION PRO	DJECT COMPLETION DATE	CONTRACT AMOUNT
OWNER'S / CONTACT'S NA	AME OWNER'S / CO	NTACT'S PHONE NUMBER
NATURE OF YOUR FIRM'S WORK		
The undersigned warrants under penalty accurate to the best of his / her knowledge.		
to verify all information contained herein.	•	
Signature:	Name:	
Title:	Dotos	Т
PLEASE PRINT		



### **CONSULTANT'S CERTIFICATION**

NAME OF FIRM:					
PHYSICAL ADDRESS:					
MAILING ADDRESS: (if different from physical address)					
TELEPHONE No.:	CONS	SULTANT IS	A(N):		
	If "C	OTHER", Des	cribe:		
<b>UBI No.:</b>	FEDI	ERAL TAX II	) No.:		
OWNER(S) OF FIRM (must list all	owners; use an a	dditional shee	t if necessary)		
NAME OF OWN	ER(S)			F <b>OWNERSHI</b> m – to)	P
UNDER PENALTIES OF PERJUI responses)	RY,I /	We hereby	certify that: (	Check the appro	opriate
1I / We have a consupplied by the King County			nents and Draw	ings (if applical	ble) as
2I/ We have no confidence with the vertex feasible and with good	various requireme	ents contained	in the RFQ Doc	uments to the gr	
3I / We do not an work in a location where seg toilets and changing facilities.	gregated facilities	are maintaine	ed, except for s	eparate or singl	
4I / We certify the an Equal Employment Opports Government; and that if Not filed all reports due. If no	oortunity Plan in _ <b>I / We</b> h	the past that ave, <b>I</b> /_	at required film	ing reports wit _ <b>Have</b> /	th the
5. The number shown on this for ORI Am / We A					
6. We further Withholding because; (a)					



# RFQ for NAME OF SERVICES SUBMITTAL RETURN FORM - 2

	Am/_	<pre>I / We ha We Are su dends, or</pre>		•			, ,	
		S has notified		Us that	I Am /	We	Are no long	ger subject
		cup Withholding RE subject to Ba		holding, leave	#6 blank and	d go to #	7)	
7.	subject to	We have Backup Withhol led out #6 – you	ding because	e of under repo	rting interest	or divide	nds.	•
8.	, who is by title the PLEASE PRINT PLEASE PRINT							
	PLEASE PRIN	NT			PLEASE PRINT			
		rm/company and re submitted, and		•	•			•
AUTI	HORIZED (	OFFICIAL:						
SIG	NATURE:			T]	TLE: PLEAS	SE PRINT		
	NAME:	PLEASE PRINT		D	ATE:			



# RFQ for NAME OF SERVICES SUBMITTAL RETURN FORM - 3

### SUB-CONSULTANT LIST

Does your firm regularly use S	ub-Consultants?	Yes*	No
*If Yes, you must show the nar	me(s) of the Sub-Consult	tant(s) with their co	ntact information below.
(1) SUB-CONSU	LTANT INFORM	ATION	
BUSINESS NAME:			
PHYSICAL ADDRESS:			
			UMBER:
ARCHITECTURAL	OTHER:		RINT
		SPECIFY – PLEASE PI	RINT
ENGINEERING	SPECIFY – PLEASE PRINT		
UBI No.:	_		
(2) SUB-CONSUL	TANT INFORMA	ATION	
BUSINESS NAME:			
PHYSICAL ADDRESS:			
CONTACT NAME:		PHONE N	TUMBER:
ARCHITECTURAL	OTHER:		
		SPECIFY – PLEASE PI	RINT
ENGINEERING	SPECIFY – PLEASE PRINT		
UBI No.:	_		



# RFQ for NAME OF SERVICES SUBMITTAL RETURN FORM - 3

MATION
PHONE NUMBER:
R: SPECIFY – PLEASE PRINT
NT
on contained in this Sub-Consultant's List is accurate,
Name:
Date:



### WMBE SURVEY (OPTIONAL)

PLEASE COMPLETE THIS SURVEY AND RETURN WITH YOUR BID / PROPOSAL DOCUMENTS.

NOT SUBMITTING THIS SURVEY WILL <u>NOT DISQUALIFY</u> YOUR PROPOSAL.

THIS IS FOR INFORMATIONAL PURPOSES <u>ONLY</u>.

Signature: Title:  PLEASE PRINT	Name:  PLEASE PRINT  Date:
Registered WMBE:	YES NO Registration in Progress
WMBE: DESCRIBE:	YES NO Disadvantage Owned (Disabled – DBE) Women Owned (WBE) Minority Owned (MBE or MWBE) [Check Applicable]
BUSINESS TYPE:  CONSULTANT IS A(N):	CORPORATION FEDERAL TAX ID:  INDIVIDUAL SSN:  OTHER  SPECIFY – PLEASE PRINT
NAME OF FIRM: PHYSICAL ADDRESS:	

#### FOR KCHA USE ONLY:

If this firm has been awarded a contract, forward this form to: Tim Baker – Administration Services Sr. Management Analyst Phone: 206-574-1111 Email: timb@kcha.org



### **LICENSES – BUSINESS and PROFESSIONAL**

### Please include copies of Business and Professional Licenses

Licenses Page 1 of 1 KCHA / 10-10-22



### **NON-PARTICIPATION FORM**

#### IF NOT RESPONDING

#### RETURN ONLY THIS FORM PRIOR TO THE SUBMITTAL DUE DATE.

(Not Returning This Document Could Result in Your Firm Being Removed From Further KCHA Solicitations.)

SUBMITTAL DUE DATE and TIME:						
NAME OF SERVICES:						
RETURN FORM TO:	kellyi@kcha.org					
My Firm is NOT RESPONDING or	n this RFQ because (check all that apply):					
My firm does not perform	the requested type of work.					
My firm does not accept te	erm / indefinite contracts.					
My firm cannot meet the in	nsurance requirements.					
The RFQ documents were	not received in time to prepare a submittal.					
Other:						
2. My Firm would have submitted a pr	roposal on this RFQ if:					
NAME OF FIRM:						
PHYSICAL ADDRESS:						
MAILING ADDRESS:						
(if different from physical address)						
Signature:	Name:					
Title:  PLEASE PRINT	Date:					