

# REQUEST FOR PROPOSALS

## Reuse Planning for Fort Lawton Army Reserve Center

**Letters of Intent Due by 2:00 pm PST, Friday, February 15, 2008**

**Full Proposals Due by 2:00pm PST, Friday, March 7, 2008**

### **I. Introduction:**

#### **Project Background**

The Fort Lawton Army Reserve Center in the Magnolia neighborhood of Seattle is planned for closure under the U.S. Department of Defense 2005 Base Realignment and Closure (BRAC) actions. Closure is expected no later than 2011. The total property consists of slightly over 46 acres with eleven buildings and a military cemetery. It is anticipated that ownership of just over 8 acres and one building will be transferred to another Federal agency, and that the 7-acre cemetery will remain in Federal ownership. The objective of this project is to prepare the City's proposed Reuse Plan for the remaining 31 acres and included buildings. The City's proposed Reuse Plan will be adopted by the Mayor and the City Council and submitted to the Federal government.

The City of Seattle has been designated the Local Reuse Authority (LRA) for the Fort Lawton BRAC process. Under the BRAC program, portions of surplus military bases may be conveyed at no cost for housing or services for homeless people, and conveyed at a reduced or no cost for other Federally designated public uses. As the LRA, the City is responsible for soliciting and evaluating Notices of Interest (NOIs) from agencies or organizations advocating a specific federally qualified reuse, such as public health, self-help housing, or open space.

To date, the City has announced the availability of the surplus property, accepted NOIs from interested parties, and has held a series of public meetings on the BRAC process. The City's Department of Parks and Recreation has also submitted an NOI to preserve portions of the site as open space. A summary of the public process and information presented to date is available on the following web site:

<http://www.seattle.gov/neighborhoods/fortlawton/fortlawton.htm>

Next, the City must create and submit a proposed Reuse Plan for the site to the U.S. Department of Housing & Urban Development (HUD) and the Department of Defense (DOD). HUD will review the Reuse Plan for all the required elements, including responses to any proposals for housing or services for homeless people, and submit recommendations to DOD. The DOD will make final property decisions.

In February, 2008, the City will announce its decisions on the NOIs received, and the selected agencies will be invited to participate in the development of the proposed Reuse Plan. Federal law requires that the Reuse Plan evaluate and include a response to any proposals for housing or services for homeless people. Given the Federal statutory requirements, the residential zoning, the City's affordable housing goals, and the location of the property next to Discovery Park, the City anticipates the selected NOIs will focus on housing or services for homeless people, affordable housing, self-help housing, market-rate housing, and open space. In order to integrate all of these uses into the Reuse Plan and adequately address community interests and concerns, there is a necessity for integrated community involvement in the planning process.

## **Site Information & Constraints**

The Fort Lawton property abuts the 534 acre Discovery Park on the west and south, and to the north and east is primarily a residential neighborhood of single family homes. West Texas Way runs through the site, from West Government Way in the southeast to 40<sup>th</sup> Avenue West in the northwest. The Federal government plans to retain the newest office building and a large parking area within the site, an area of approximately 8.5 acres, which is currently accessible only from West Texas Way.

The Seattle City Council has designated the entire site for multi-family housing in the City of Seattle Comprehensive Plan. Specific zoning within this designation will be determined by the Reuse Plan.

Some of the NOIs may propose to reuse existing buildings within the site. In order to fully explore and evaluate any such proposals, the consultant will be expected to include an evaluation of 2 or 3 existing buildings for reuse consistent with the NOI proposals.

The environmental constraints for the site are not well defined. There are known steep slopes at the northern and eastern edges of the property. A wildlife corridor study done in 2006 identified a wetland on the north slope. In addition, there is a large Blue Heron rookery in Kiwanis Ravine near the site. The City has protected this rookery through a Great Blue Heron Management Plan, incorporated in the Department of Planning and Development (DPD) Director's Rule 5-2007. Bald Eagles have previously nested in Discovery Park, and have nested more recently in residential areas near the Army Reserve site. There may be other wildlife within the Park which could be impacted by construction disturbances.

The Fort Lawton site represents a unique opportunity to balance the BRAC requirements with City and neighborhood goals for this property. Given the property size of 31 acres, and significant community interest in the redevelopment, the LRA anticipates development issues related to: environmental and wildlife protection, impact on local traffic, preservation or creation of open space, connection or separation of streets and sidewalks to or from the surrounding neighborhood, types and amounts of housing, populations to be housed, access to services for certain populations, and overall integration of the redevelopment into both the immediate and larger community.

An aerial photo of the Ft. Lawton Army Reserve Center is attached as Appendix A. A map of the area is attached as Appendix B.

## **II. Planning Process:**

The selected consultant(s) will participate in the planning process and will work with a City Client Group, NOI agencies, and other stakeholders to develop the City's proposed Reuse Plan for the Ft. Lawton Army Reserve Center. The City Client Group will be lead by the City's Office for Intergovernmental Relations and the Office for Housing, and will include representatives of the Seattle City Council, a selected Lead Developer, the City's Department of Finance, Human Services Department, Department of Parks & Recreation, Department of Fleets & Facilities, Department of Neighborhoods, Department of Planning and Development, and other City departments as required.

At the same time, the consultant will work with the local community, the NOI agencies, and other public stakeholders through a public outreach process. The purpose of this outreach is to inform the City of community concerns and objectives, and at the same time, to inform the community of the City's statutory obligations, Federal objectives, and City policy objectives.

The consultant will initially compile baseline information on infrastructure in place, environmental conditions, site characteristics and constraints, local housing information, and community concerns, goals, and objectives. The consultant will then integrate the existing conditions, guidance from the City Client Group, and input from the public outreach to prepare up to three site concept alternatives. Each site

alternative will include financial implications and implementation time lines. The community will have opportunities to review and comment on the site concept alternatives.

The consultant will then work with the Mayor and the City Council to prepare a final proposed Reuse Plan. The community will again have opportunities to review and comment on the proposed Reuse Plan. Ultimately, the Mayor and City Council will adopt the proposed Reuse Plan by Resolution for submittal to the Federal government.

The consultant will meet with the City Client Group on a weekly basis. These meetings will provide an opportunity to discuss community concerns, to present deliverable items, and to interact with City officials during development of the site concept alternatives and the City's proposed Reuse Plan.

### **III. Scope of Work:**

The consultant(s) will perform the following tasks:

1. Assist the City in developing and implementing a community involvement process to inform the City of community interests and concerns, and to inform the community of the City's statutory obligations and policy objectives, and NOI and Federal expectations;
2. Provide an evaluation and analysis of existing conditions including:
  - a) Evaluation of 2-3 existing buildings for use by homeless service providers , including rough order-of-magnitude (ROM) cost estimates for reuse of these facilities consistent with proposals submitted by the providers;
  - b) Evaluation of infrastructure in place, including infrastructure needed to serve facilities to be retained by the Federal government and infrastructure needed for each of the site concept alternatives; provide ROM cost estimates for infrastructure development;
  - c) Provide background research and document site characteristics and constraints on development such as environmentally critical areas, known contaminated soils, wildlife protection, or historic structures; and
  - d) Provide background housing information for each type of housing expected to be included in the proposed Reuse Plan; provide housing market information;
3. Prepare up to three site concept alternatives, currently expected to incorporate housing and services for homeless people, affordable housing, self-help housing, market-rate housing, and open space; provide ROM development cost estimates, housing market cost estimates, and provide an implementation schedule for each alternative.
  - a) Work with the City Client Group, NOI agencies, the community, and other stakeholders to develop goals and reuse visions;
  - b) Prepare program alternative studies and overall site concepts for planning elements such as traffic circulation, mix of housing types, site capacity, etc.;
  - c) Prepare up to three site concept alternatives using information developed in Tasks 1, 2, 3a, and 3b; present and discuss the concept alternatives with the City Client Group, NOI agencies, the community, and other stakeholders;
4. Working with the City Client Group, the consultant will prepare the City's final proposed Reuse Plan, present this Plan to the community, NOI agencies, and City officials, and will make final adjustments to the Plan to be submitted to the Federal government.

**Task 1 - Community Involvement Process.** The consultant will assist the City in developing and implementing a community outreach process. This outreach will continue the dialogue from community meetings which have already occurred, and will engage the local community, the NOI agencies, and other public stakeholders in the planning process.

The City anticipates that the community involvement process may engage the public in workshops, neighborhood meetings, and other participation methods. The community will be involved throughout

the gathering of site information, development of the site concept alternatives, and development of the City's final proposed Reuse Plan. This involvement is expected to inform the planning process, and at the same time, to foster a better community understanding of the City's statutory obligations and policy objectives, and NOI agencies and Federal expectations.

Residents of the immediate neighborhood have expressed a number of concerns and interests during the earlier community meetings; these included: integration of homeless populations into the neighborhood, protecting the herons and other wildlife, and roadway improvements and increased traffic. Community meetings are expected to give local residents an opportunity to meet with the NOI agencies and to understand those agencies' missions, populations served, and methods of operation.

The deliverables for Task 1 will include consultation with the City Client Group, preparation of a written community outreach plan, community notifications, participation in and documentation of community meetings, and preparation of a final report on the community outreach process, to be delivered with the site concept alternatives.

**Task 2 – Evaluation of Existing Conditions, Constraints, and Opportunities.** The consultant will provide an inventory, evaluation, and analysis of existing conditions including:

**Task 2a - Evaluation of Existing Structures.** If any existing buildings are proposed for reuse by providers of housing or services for homeless people, the consultant will evaluate those buildings for the proposed use, and will provide ROM cost estimates for renovations consistent with the reuse proposals. The City recognizes that the buildings most likely to be proposed for reuse for housing or services for homeless people were originally designed for office space and reserve training, and that the costs of converting these buildings for residential use may be substantial. Information available to the consultants will be limited to floor plans and walk-throughs.

**Task 2b – Evaluation of Existing Infrastructure.** The consultant will evaluate and report on the infrastructure in place (roads, electrical service, water, sewer, and drainage), the infrastructure needed to serve any facilities retained by the Federal government, and infrastructure needs for each of the site concept alternatives.

**Task 2c – Evaluation of Site Characteristics.** The consultant will provide background research and documentation of site characteristics and constraints on development such as environmentally critical areas, known contaminated soils, wildlife protection, or historic structures. The City anticipates that the information collected in Task 2c will include:

- An analysis of existing and potential city zoning and building codes applicable to the site, including allowable uses and maximum building envelopes.
- Location of environmental critical areas, setbacks, and their impact on site planning.
- Location of historic or potentially historic structures, and their impact on site planning.
- Restrictions on development or construction schedules due to proximity of the nearby Blue Heron rookery, Bald Eagle nesting, or other wildlife impacts.
- Traffic impacts as the use of the site changes.
- Potential geo-technical issues such as slide areas and expected soil conditions (on-site soil tests are not required as a part of this project).
- Stormwater drainage issues and possible solutions.
- Transit service.

**Task 2d – Background Housing Information.** The consultant will assemble background information for each housing type (homeless, self-help, affordable, market-rate, etc.) that will be considered for the City’s final proposed Reuse Plan. Materials will include descriptions and sample illustrations of each housing type, projected resident mix, and supportive services if relevant. The consultant shall also conduct preliminary research necessary to define for-sale housing market options (e.g. housing types and price points).

The deliverables for Task 2 will include: a) a separate written report on condition and feasibility, including ROM cost estimates, for each building proposed for reuse, not to exceed three buildings; b) a written report and ROM cost estimates, together with presentation drawings and PowerPoint presentation materials, on infrastructure needed to serve any facilities retained by the Federal government, and infrastructure needs for each of the site concept alternatives; c) a written report, together with presentation drawings and PowerPoint presentation materials, on site characteristics and conditions which may affect redevelopment of the site; and d) summary materials for use in stakeholder workshops to familiarize stakeholders with the character and potential impact of each housing type.

**Task 3 – Preparation of Site Concept Alternatives.** The consultant will provide goals and vision setting, program alternative studies, and up to three site concept alternatives, as follows:

**Task 3a – Goals and Vision Setting.** The consultant team’s first programming effort should entail the development of a comprehensive list of goals for the Reuse Plan based on input for the City Client group, the NOI agencies, the community, and other stakeholders. These goals should be assembled from work to date and should be continuously developed and updated during the overall planning and community process. These goals should be envisioned as one of the major tools for evaluating subsequent reuse options. In the first stakeholder workshop aimed at planning topics, goal setting should be one of the major exercises.

Another goal of Task 3a of the planning process is to complete a ‘Visioning’ exercise where the City Client Group, the NOI agencies, the community, and other stakeholders can discuss some early visions for the proposed Reuse Plan. The goal of this exercise is to encourage participants to share ideas on the future of Fort Lawton that may help define future planning and workshop approaches.

**Task 3b - Program Alternative Studies.** Prior to the development of the overall site concept alternatives, the consultant will prepare a process for reviewing Program Alternatives of key features of the overall proposed Reuse Plan. Program Alternatives would include, but not be limited to, alternative studies of key features such as: traffic circulation; mix of housing types; site capacity; environmental amenities such as habitat corridors; open space program; reuse of existing buildings; sustainable strategies; etc. Each Program Alternative study should include a summary of goals, opportunities and constraints, program options, an evaluation tool for each option, and a method for soliciting input from City Client Group, the NOI agencies, the community, and other stakeholders. It is expected that these program alternatives would comprise the key components of the overall reuse plan and that this phase will enable all parties to better understand the alternatives for a proposed Reuse Plan prior to assembling those alternatives.

**Task 3c – Preparation of Site Concept Alternatives.** Using the information gathered in Tasks 1, 2, 3a, and 3b, the consultant will prepare up to three site concept alternatives; these alternatives are currently expected to incorporate housing or services for homeless people, affordable housing, self-help housing, market-rate housing, and open space. For each site concept alternative, the consultant will address:

- Appropriate low-impact development and/or sustainability components;
- Options for additional access points and explanation of the resulting circulation patterns;
- Options for open space locations and functions;
- Compatibility advantages and/or issues which may result from combining the selected NOI agencies' uses with other uses on the site;
- Additional facility or service requirements, both on-site and off-site, for each use;
- Alignment with community interests/concerns; and
- Compatibility with Federal requirements

The consultant will provide ROM development cost estimates to be borne by each participant, finished housing cost estimates, and residual fair market land values for each site concept alternative, together with an implementation time schedule for each alternative.

In order for the community and NOI agencies to provide informed advice and comments to the LRA, some basic redevelopment cost information will be needed for each alternative. Some of this information will be developed in Task 2, such as the condition of existing buildings and feasibility of converting to other uses. The potential costs of doing so will be a determining factor in plan decisions. Certain reuses may be able to bear all the development financial costs and others may need support. Additionally, the consultant team will need to arrive at a residual fair market land value for each site concept alternative, even if the property will remain in public ownership.

The deliverables for Task 3 will include: a) a written Goals and Visions Summary list that would be updated for and reviewed at every public or Client Group meeting based on current work and input to date. The deliverable for this task would be a summary document of the Visioning exercise; b) a final summary of each Program Alternative Study including the alternatives considered, comparison information and other summary information useful for evaluating the site concept alternatives to be developed in Task 3c; and c) up to three site concept alternatives; the consultant will provide a written narrative description for each site concept alternative, including ROM development cost estimates to be borne by each participant, finished housing cost estimates, residual fair market land values for each use, and an implementation time schedule for each alternative Plan. The consultant will provide presentation drawings and PowerPoint presentation materials, and will present and discuss the site concept alternatives at community meetings, with other stakeholders, with the City Client Group, and with elected City officials.

**Task 4 - Development of the City's Final Proposed Reuse Plan.** The consultant will work with the City Client Group in developing a proposed Reuse Plan, which will likely incorporate features from each of the prior alternatives, will assist in presentation of the proposed Reuse Plan and discussions with the community and elected City officials, and will assist in making final adjustments to the Reuse Plan before adoption by the Mayor and the City Council.

The deliverables for Task 4 will include consultation with the City Client Group, presentation of the proposed Reuse Plan and discussions with the community and elected City officials, and making final adjustments to the proposed Plan before adoption by the Mayor and the City Council.

#### **IV. Schedules:**

The selection of a consultant team for this project will be on an accelerated timeline in order to complete the entire project, achieve City approval of a proposed reuse alternative, and submit the proposed Reuse Plan to the Federal government by November 2008. The selection process schedule is as follows:

**SELECTION PROCESS SCHEDULE**

Letter of Intent with Qualifications Due.....February 15, 2008  
Full Proposals Due.....March 7, 2008  
Candidate Interviews.....March 17-21, 2008  
Proposal Award.....March 28, 2008  
Contract Finalized and Executed.....April 11, 2008

Consultant work on the project will begin almost immediately after the contract is signed, and should follow the schedule below:

**PROJECT SCHEDULE**

Task 1/Outreach Plan Development.....April – Mid-May 2008  
Task 1/Community Outreach.....Mid-May – Mid-July 2008  
Task 2.....May – Mid-June 2008  
Task 3.....May – Mid-July 2008  
Task 4/Proposed Plan Complete.....August 1, 2008  
Task 4/Mayor & City Council Presentations.....August & September 2008

**V. Consultant Qualifications & Selection Criteria:**

In the proposal, prospective consultant(s) must demonstrate the following qualifications:

- Strong previous experience in housing development work, including cost estimating, project development budgeting, and preparation of operating pro formas; this experience should include not only small housing developments, but also large mixed income developments.
- Strong previous experience successfully providing similar services to public agencies, particularly on major planning projects and involving potentially contentious issues.
- Strong previous experience designing and implementing community involvement strategies, and making presentations to a variety of stakeholders.
- Knowledge of or previous experience with agencies or organizations providing housing and services for homeless people.
- Ability to assemble and manage team members and sub-consultants, if necessary, to provide required skills and complete the required tasks listed in the Scope of Work.
- Licenses to do business in the State of Washington and the City of Seattle.

Selection criteria used to evaluate proposals will include each of the qualifications listed above, and also:

- Availability of team members and resources to ensure project is completed on time.
- Creativity and quality of the proposal.
- Cost to the City.

**VI. City of Seattle Requirements:**

The lead consultant must be licensed to do business in the State of Washington and the City of Seattle. Women- and minority-owned firms, as well as small firms, are encouraged to apply.

The provisions of any contracts resulting from this selection process must be in full compliance with all applicable laws and ordinances regarding equal employment opportunity and affirmative action. Lead consultants must meet the City’s Equal Benefits requirements in order to be selected for these projects. Selected consultant(s) will be required to complete and sign an Equal Benefits Compliance Declaration form and an Outreach Plan form prior to award of any contracts resulting from this solicitation.

The City expects to use the form of contract attached to this RFP as Appendix D. Once the successful consultant team is selected for this project, the scope of work and payment plan will be updated to create specific contract terms. Consultants are required to review the form of contract prior to submitting a proposal. Any exceptions taken to these terms must be documented as part of the proposal.

If a consultant intends to subcontract out any part of a contract instead of performing the work itself, then the following requirement applies: Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of the Agreement. Any consultant contract of \$241,000 or greater will be required to submit a *Consultant Outreach Plan*.

The City's Fleets & Facilities Department (FFD) shall complete the contract negotiations with the apparent successful consultant and retains the option to terminate negotiations and continue to the next apparent successful consultant if contract negotiations are not progressing in a productive manner, at the sole discretion of FFD.

The consultant's performance will be evaluated by the City's Client Group at the conclusion of the contract. The City's Consultant Performance Evaluation forms are available at the following Web Site: <http://www.seattle.gov/contract/docs/PerformEval.doc>

#### **VII. Insurance Requirements:**

The primary consultant must obtain insurance coverage as shown in Appendix D, Insurance Requirements and Transmittal Form.

#### **VIII. Submittals:**

Submittals should be 8-1/2" x 11" in format, double-sided, and not more than 30 pages (60 surfaces, including Statement of Interest, graphics and written information), excluding transmittal letter, covers or tabs. Letters should be brief and succinct. Submittals should include:

1. A brief Letter of Intent, due by February 15, 2008, stating the consultant's interest and intent to submit a full proposal to provide the City with the consultant team's general qualifications and ability to complete the required Tasks by the project deadline.
2. A short Letter of Transmittal, together with consultant's proposal, due by March 7, 2008. Consultants must seek to be considered for all required Tasks listed in the Scope of Work above, but may contract with sub-consultants to complete various components. Each submitting team must clearly identify which consultant or sub-consultant will be completing each Task in its proposal.
3. A demonstration of the company's quality and relevance of work experience related to each consultant qualification listed above.
4. A list of individual team members, including sub-consultants, with a brief description of their qualifications. Please include an expected schedule of when the team members and other resources will be available throughout the project.
5. A detailed scope of work and plan for completing each of the project Tasks listed above.
6. A budget for completing the proposed work, with sub-totals for each Task listed above.
7. A schedule of hourly rates and reimbursable costs.
8. Any exceptions taken to the City's Standard Form of Consultant Contract as shown in Appendix C.

Questions may be submitted to the Project Manager until March 3, 2007. Answers to questions will be posted on eBid and automatically e-mailed to all prospective consultants who have downloaded the RFP.

Without exception, all submittals MUST be received by the time and due date listed in this RFP. All proposals submitted in response to this RFP shall become the property of the City upon delivery to the RFP Project Manager. Do not FAX or e-mail your submittal.

**Submit four (4) copies by 2:00 p.m. PST, Friday, February 15, 2008 to:**

Dave Barber  
City of Seattle  
Fleets & Facilities Department  
P.O. Box 94689  
700 - 5<sup>th</sup> Avenue, Suite 5200  
Seattle, WA 98124-4689  
Phone: (206) 684-0400

Phone: (206) 684-0400  
E-mail: dave.barber@seattle.gov

**IX. Appendices:**

- A. Aerial Photo
- B. Map of Ft. Lawton Army Reserve Center
- C. Standard Form of Consultant Contract
- D. Insurance Requirements and Transmittal Form

**Appendix A**

**Aerial Photo**

**Ft Lawton Army Reserve Center**



City of Seattle

### Ft Lawton Reserve Center

June, 2006

100 0 100 200 300 400 500 Feet

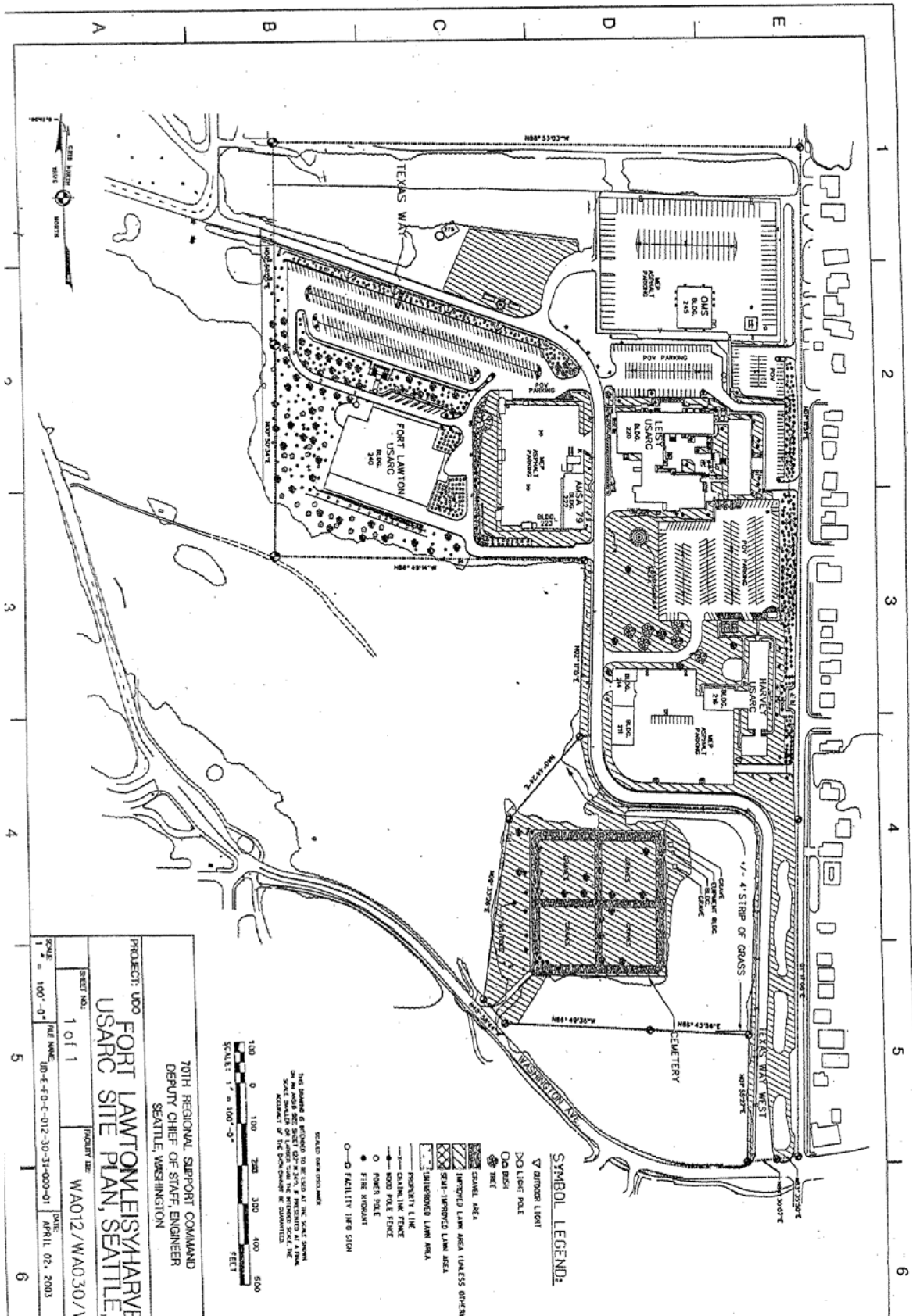
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any sort implied, including accuracy,  
completeness, or fitness for use.

Produced by the City of Seattle  
Fleet & Facilities Department  
Real Estate Services Division

**Appendix B**

**Map**

**Ft Lawton Army Reserve Center**



**Appendix C**

**City of Seattle**  
**Standard Form of Contract**

**The City of Seattle  
Fleet & Facilities Department  
CONSULTANT AGREEMENT  
For**

**Reuse Planning for Fort Lawton Army Reserve Center**

**AGREEMENT NO. FS-08-06**

This Agreement is made and entered into by and between The City of Seattle ("the City"), a Washington municipal corporation, through its Fleets & Facilities Department, as represented by the Director of Fleets & Facilities; and **[\*insert name and address of Consultant]** ("Consultant"), a **[\*insert appropriate type of business: e.g., partnership, sole proprietorship, limited liability company, corporation of the State of (\*insert state in which the corporation is chartered) and authorized to do business in the State of Washington]**.

**Section 1: TERM OF AGREEMENT**

The term of this Agreement shall begin when fully executed by all parties, and shall end on \_\_\_\_\_, 200\_\_, unless terminated earlier pursuant to the provisions hereof.

**Section 2: TIME OF BEGINNING AND COMPLETION**

The Consultant shall begin the work outlined in the "Scope of Work" section ("the Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete.

Time limits established pursuant to this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for its convenience or for conditions beyond the Consultant's control.

**Section 3: SCOPE OF WORK**

The Scope of Work of this Agreement and the time schedule for completion of such work are as described in Exhibit A, which is attached to and made a part of this Agreement.

The Work shall, at all times, be subject to the City's general review and approval. The Consultant shall confer with the City periodically during the progress of the Work, and shall prepare and present such information and materials (e.g., a detailed outline of completed Work) as may be pertinent, necessary, or requested by the City to determine the adequacy of the Work or the Consultant's progress.

**Section 4: PAYMENT**

- A. The Consultant will be reimbursed based on completion of deliverables outlined in Exhibit A: Scope of Work. Total compensation under this Agreement shall not exceed \_\_\_\_\_.

- B. Payments under contracts negotiated on the basis of cost shall include only those costs allowed under Part 31 of the Federal Acquisition Regulations (FAR), the provisions of which are incorporated herein by reference.

### **Section 5: PAYMENT PROCEDURES**

Invoices shall identify completion of services and may be paid upon verification of service completion by the Project Manager. The Consultant shall allocate charges to individual projects or transactions, as applicable. The Consultant's request for payment shall be made to the Project Manager, and shall clearly define any amounts for services and reimbursables (if any), total past payments, and remaining balance of authorized compensation. Each such invoice shall identify the Agreement number assigned by the City of Seattle, itemize all work performed by the Consultant and each of its subcontractors, if any, to date; and shall be signed by an authorized representative of the Consultant. The invoice shall cover only work completed to the date of the invoice and shall not include work performed and reported under a prior invoice. The invoice must specifically indicate work accomplished, and have attached copies of invoices for expenses being billed, and internal office logs (i.e. phone, FAX) documenting internal office expenditures billed on the invoice.

Payment shall be made by the City to the Consultant upon the City's receipt of an invoice itemizing the number of hours worked and itemizing the Work elements performed for the period covered by the invoice.

### **Section 6: ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS**

All official notices under this Agreement shall be delivered to the following addresses (or such other address(es) as either party may designate in writing):

If to City: Dave Barber, Project Manager  
City of Seattle, FFD Real Estate Services  
700 – 5<sup>th</sup> Avenue, Suite 5200  
P.O. Box 94689  
Seattle, WA 98124-4689

Phone: (206) 684-0400  
FAX: (206) 684-0188  
Email: Dave.Barber@seattle.gov

If to the  
Consultant: **[Insert Project Manager's name, title, address, phone number]**

### **Section 7: RESERVED**

### **Section 8: EQUAL EMPLOYMENT OPPORTUNITY AND OUTREACH**

- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their

race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

- B. If the Consultant will hire employees for this project, the Consultant shall make affirmative efforts to recruit minority and women candidates. Affirmative efforts may include the use of advertisements in publications directed to minority communities and other targeted recruitment efforts, and using the services of available minority community and public organizations to perform such outreach. If the Total Authorized Compensation for services and related approved expenses under this Agreement is estimated at \$241,000 or more, as described in Section 4: PAYMENT above, and the Consultant will hire employees for this project, the Consultant shall construct a Consultant Outreach Plan, using the form provided by the City, and the Consultant's affirmative efforts shall be those that have been agreed upon between the City and the Consultant as a result of preparing that Outreach Plan. The completed Consultant Outreach Plan is subject to City approval, and upon that approval, shall be incorporated herein by this reference as Exhibit B, which shall be part of this Agreement.
- C. Record-Keeping: The Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, and permit access to, the Consultant's records of employment, employment advertisements, application forms and other pertinent data and records requested by the Fleets and Facilities Department for the purposes of investigation to determine compliance with the requirements of this section, relevant records and information necessary to document all Consultant solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records. The City shall have the right to monitor the affirmative efforts of the Consultant and to inspect and copy such records of the Consultant as are necessary to ensure compliance with the requirements of this Section.
- D. The Consultant, by executing this Agreement, is affirming that the Consultant complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42 as incorporated in this Agreement. Any violation of the requirements of the provisions of this section noted in paragraph A, B and C above shall be a material breach of Agreement for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law, including but not limited to debarment from City contracting activities in accordance with SMC Ch. 20.70.
- E. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.

### **Section 9: NONDISCRIMINATION IN EMPLOYEE BENEFITS**

- A. Compliance with SMC Ch. 20.45: The Consultant shall comply with the requirements of SMC Ch.20.45 and Equal Benefits Program Rules implementing such requirements, under which the Consultant is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Consultant provides to

its employees with spouses. At the City's request, the Consultant shall provide complete information and verification of the Consultant's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. *(For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at [http://cityofseattle.net/contract/equalbenefits/.](http://cityofseattle.net/contract/equalbenefits/))*

- B. Remedies for Violations of SMC Ch. 20.45: Any violation of this Section 9 shall be a material breach of Contract for which the City may:
- (1) Require the Consultant to pay liquidated damages for each day that the Consultant is in violation of SMC Ch. 20.45 during the term of the Contract; or
  - (2) Terminate the Contract; or
  - (3) Disqualify the Consultant from bidding on or being awarded a City contract for a period of up to five (5) years; or
  - (4) Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated there under, or as provided in this Agreement.

#### **Section 10: AFFIRMATIVE EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES**

- A. If a Consultant intends to subcontract out any part of a contract instead of performing the work itself, then the following requirement applies: Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of the Agreement.
- B. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach. If the Total Authorized Compensation for services and related approved expenses under this Agreement is estimated at \$241,000 or more, as described in Section 4: PAYMENT above, and the Consultant will hire employees for this project, the Consultant shall construct a Consultant Outreach Plan, using the form provided by the City, and the Consultant's affirmative efforts shall be those that have been agreed upon between the City and the Consultant as a result of preparing that Outreach Plan. The completed Consultant Outreach Plan is subject to City approval, and upon that approval, shall be incorporated herein by this reference as Exhibit B, which shall be part of this Agreement.
- C. Record-Keeping: The Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document Consultant affirmative efforts to solicit to women and minority business participation, including solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to monitor the affirmative efforts of the Consultant and to inspect and copy such records of the Consultant as are necessary to ensure compliance with the requirements of this Section.

- D. Consultant shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.
- E. Non-Discrimination: Consultant shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
- F. Sanctions for Violation: Any violation of the paragraphs A, B, C, D or E of this section, or a violation of SMC Ch. 14.04 (Fair Employment), SMC Ch. 14.10 (Fair Contracting), SMC Ch. 20.42 (Equality in Contracting), SMC Ch. 20.45 (Nondiscrimination in Benefits), or other local, state or federal non-discrimination laws shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law. Consultants found to be in violation of the requirements may be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

#### **Section 11: OTHER LEGAL REQUIREMENTS**

- A. General Requirement: The Consultant, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Consultant shall specifically comply with the following requirements of this section.
- B. Licenses and Similar Authorizations: The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- C. Use of Recycled Content Paper: Whenever practicable, Consultant shall use reusable products including recycled content paper on all documents submitted to the City. Consultant is to duplex all documents that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Consultants are to use 100% post consumer recycled content, chlorine-free paper in any documents that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in performance of the contract with and for the City.
- D. Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 as amended (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.
- E. Fair Contracting Practices Ordinance: The Consultant shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended.

## **Section 12: INDEMNIFICATION**

The Consultant does hereby release and shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

## **Section 13: INSURANCE**

**Insurance certification is required.** See Attached "INSURANCE REQUIREMENTS AND TRANSMITTAL FORM."

## **Section 14: AUDIT**

Upon request, the Consultant shall permit the City, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of the Consultant, any subconsultant, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the City or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City or Agency selects. The Consultant shall supply the City with, or shall permit the City and/or Agency to make, a copy of any books and records and any portion thereof. The Consultant shall ensure that such inspection, audit and copying right of the City and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

## **Section 15: CONTRACTUAL RELATIONSHIP**

The relationship of the Consultant to the City by reason of this Agreement shall be that of an independent contractor and the Consultant agrees that neither the Consultant nor any employee of the Consultant shall be deemed to be an employee of the City for any purpose. This Agreement does not authorize the Consultant to act as the agent or legal representative of the City for any purpose whatsoever. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

## **Section 16: ASSIGNMENT AND SUBCONTRACTING**

The Consultant shall not assign or subcontract any of its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference all the terms of this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants

comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Consultant from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.

### **Section 17: INVOLVEMENT OF FORMER CITY EMPLOYEES**

- A. The Consultant shall promptly notify the City in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee.
- B. The Consultant shall ensure that no Work or matter related to the Work is performed by any person (employee, subcontractor, or otherwise) who:
  - (1) was a City officer or employee within the past twelve (12) months; and
  - (2) as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.

### **Section 18: NO CONFLICT OF INTEREST**

The Consultant confirms that the Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance. As used in this section, the term "Consultant" shall include any employee of the Consultant who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

### **Section 19: ERRORS & OMISSIONS; CORRECTION**

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. The Consultant, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications, and/or other Consultant services immediately upon notification by the City. The obligation provided for in this section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.

### **Section 20: INTELLECTUAL PROPERTY RIGHTS**

The Consultant hereby assigns to the City all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Agreement or any subcontract hereunder. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by Consultant that was created or produced separate from this Agreement or was preexisting material (not already owned by the City), provided that the Consultant has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Consultant grants the City an irrevocable, non-exclusive right

and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant in connection with the Work whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the City in connection with the performance of the Work, shall be promptly delivered to the City.

The City may make and retain copies of such documents for its information and reference in connection with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City, or others, on extensions of the project, or on any other project.

#### **Section 21: CONFIDENTIALITY**

The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

#### **Section 22: EXTRA WORK**

The City may desire to have the Consultant perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" section of this Agreement. This will be considered extra work, supplemental to this Agreement, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.

#### **Section 23: KEY PERSONS**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which consent shall not be unreasonably withheld. If, during the term of this Agreement, any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individual(s) with greater or equal qualifications as a replacement, subject to the City's approval, which shall not

be unreasonably withheld. The City's approval shall not be construed to release the Consultant from its obligations under this Agreement.

#### **Section 24: DISPUTES**

Any dispute or misunderstanding that may arise under this Agreement concerning the Consultant's performance shall first be resolved through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager, or if necessary shall be referred to the Director of Fleets & Facilities and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.

#### **Section 25: TERMINATION**

- A. For Cause: The City may terminate this Agreement if the Consultant is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout, except labor disputes involving the Consultant's own employees; sabotage; or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, upon written notice to the Consultant.
- D. Notice: Notice of termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.
- E. Actions Upon Termination: In the event of termination not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Agreement. The Consultant agrees that this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination for any reason, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products it has produced to the date of termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided, however, that the City shall indemnify and hold the Consultant harmless from any claims, losses or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **SECTION 26: CONSULTANT PERFORMANCE EVALUATION PROGRAM**

The Consultant's performance will be evaluated by the Fleets & Facilities Department at the conclusion of the contract. The City's Consultant Performance Evaluation forms are available at the following Web Site: [www.seattle.gov/contract/pancc.htm](http://www.seattle.gov/contract/pancc.htm)

## **SECTION 27: DEBARMENT**

In accordance with SMC Ch. 20.70, the Director of the Department of Executive Administration or his/her designee may debar a Consultant and prevent the Consultant from entering into a contract with the City or from acting as a subconsultant on any contract with the City for up to five years after determining that any of the following reasons exist:

The Consultant has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.

- A. The Consultant has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
- B. The Consultant has failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, or equal benefits.
- C. The Consultant has abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- D. The Consultant has failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- E. The Consultant has submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- F. The Consultant has colluded with another firm to restrain competition.
- G. The Consultant has committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- H. The Consultant has failed to cooperate in a City debarment investigation.
- I. The Consultant has failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director or his/her designee may issue an Order of Debarment in accordance with the procedures specified in SMC 20.70.050. The rights and remedies of the City under these debarment provisions are in addition to any other rights and remedies provided by law or under the Agreement.

## **Section 28: MISCELLANEOUS PROVISIONS**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.

- C. Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- D. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- E. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- F. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- G. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City, in writing.
- H. Entire Agreement: This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of the Consultant prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
- I. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

**CONSULTANT**

**THE CITY OF SEATTLE  
Fleets & Facilities Department**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_

Brenda Bauer  
\_\_\_\_\_

\_\_\_\_\_  
Title

Director of Fleets & Facilities  
\_\_\_\_\_

**City of Seattle Business License Number:** \_\_\_\_\_

**Washington State Unified Business Identifier Number (UBI):** \_\_\_\_\_

**Federal Tax ID Number:** \_\_\_\_\_

**Attachments:**

- Exhibit A: Scope of Work
- Exhibit B: Consultant Outreach Plan (If Applicable – see Section 8 above)  
Equal Benefits Compliance Worksheet & Declaration
- Addendum: Insurance Requirements and Transmittal Form

## **EXHIBIT A: SCOPE OF WORK**

## **EXHIBIT B: CONSULTANT OUTREACH PLAN**

**Consultant Outreach Plan (SMC CH. 20.42)**

Project Number (if given) /Name:	Preparation of Fort Lawton Redevelopment Plan		
Consultant's Company Name:			
EEO Opportunity Officer::			
EEO Officer's Phone #:		Fax:	
EEO Officer's e-Mail:			

The information the Consultant provides will be evaluated to determine compliance with the City's Affirmative Efforts Policies (Outreach Plan) requirements of the Contract. The City reserves the right to request additional information. The Consultant's Outreach Plan will become a part of the Contract at the time of Award. Please use additional sheets if necessary to complete this plan. If you have any questions regarding the completion of this plan or the Outreach requirements for this project, please contact: Dave Barber of Fleets & Facilities at 206-684-0400 or Dave.Barber@seattle.gov.

**PART A: EMPLOYMENT**

1. Do you plan to add staff if you are selected for is project?

- Yes Complete Part A and then proceed to Part B.
- No Proceed to Part B.

2. How many new positions do you anticipate hiring?

3. Voluntary Aspirational Hiring Goals:

Based on your planned new hires, please note the voluntary aspirational goals you believe are achievable for hiring minorities and women on this project, expressed in terms as a the number of employees you anticipate hiring.

Voluntary Goal for minorities	Voluntary Goal for women

**Note:** *These goals are not a utilization requirement, but instead represent goals that you believe to be reasonably achievable.*

4. List recruitment efforts in the space provided or select from the recruiting effort examples provided.

Affirmative Recruitment Efforts (Check or add additional efforts if applicable.)		Comments
<input type="checkbox"/>	Advertised in publications targeted to women and minority readers/professionals.	
<input type="checkbox"/>	Recruited from professional associations encouraging application by women and minorities.	
<input type="checkbox"/>	Contacted WMBE businesses or organizations to solicit help in recruiting women and minority	

Affirmative Recruitment Efforts (Check or add additional efforts if applicable.)		Comments
<input type="checkbox"/>	applicants.	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

**PART B: SUBCONCONSULTANT OPPORTUNITIES:**

1. Do you plan to use subconsultants if you are selected for this project?

Yes Complete Part B and then proceed to Part C.

No Proceed to Part C.

2. List the subconsulting opportunities you believe will be available on the project by specialty or task, (for example, environmental engineering, landscape design, technical writing, etc.)


3. Indicate below the total subconsultant opportunities by estimated dollars and as a percent of the total project budget. Note any voluntary aspirational women and minority subconsultant goals in terms of estimate dollars and as percentages of the total budget that you believe are reasonably achievable on this project for Minority and Women owned businesses. *(NOTE: If you are a WMBE<sup>1</sup> owned firm, you should also solicit from and note goals for minority and women owned businesses.)*

Estimated Contract Amount	Total Subconsultant Opportunities	Voluntary Subconsultant Goal for Minority-owned businesses	Voluntary Subconsultant Goal for Women-owned businesses
\$	\$	\$	\$
100 %	%	%	%

4. If you anticipate subconsultant opportunities, you must actively solicit<sup>2</sup> from WMBE businesses. To demonstrate compliance with this requirement, please identify below all WMBE businesses contacted as part of your firm’s solicitation efforts (whether they

<sup>1</sup> **WMBE (Women and Minority-owned Business Enterprises):** Is a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, African Americans, women, Native Americans, Asians, Eskimos, Aleuts, and Hispanics

<sup>2</sup> Active Solicitation defined on last page.



<b>Affirmative Effort</b> (Check or add additional efforts if applicable.)		<b>Comments</b>
<input type="checkbox"/>	Broke down work components into smaller tasks to provide opportunities for smaller and WMBE firms	
<input type="checkbox"/>	Provided subconsultants with adequate time for preparing submittals	
<input type="checkbox"/>	Sought assistance in identifying potential WMBE subconsultants from WMBE resource agencies	
<input type="checkbox"/>	Reviewed and established work deliver schedules, where the project permitted, to encourage participation by smaller and WMBE firms	
<input type="checkbox"/>		
<input type="checkbox"/>		

**PART C: SIGNATURE – CERTIFICATION OF INFORMATION**

The undersigned certifies that the information and data contained herein are correct and complete.

Signature of Authorized Representative	Printed Name and Title	Date

-----  
**ACTIVE SOLICITATION FOR SUBCONSULTANT OUTREACH**

If a Consultant intends to subcontract out any portion of a contract instead of performing the work itself, then the following requirement applies:

To the extent possible, the Consultant’s solicitation efforts shall include solicitation to WMBE businesses to obtain proposals for such subconsulting work. This solicitation requirement only requires solicitation to WMBE businesses the Consultant is able to identify that appear qualified, capable, and available to perform the subconsulting work item(s). Visit this website for resources that may assist with affirmative efforts:

<http://www.seattle.gov/executiveadministration/smallbusiness/>. If, after exhausting available resources, the Consultant is not able to identify any WMBE businesses for a subconsulting work item, the Consultant shall document active solicitation efforts in your response to the checklist in B.5.

The requirement to actively solicit as part of the Consultant's affirmative efforts is not a utilization requirement. A Contractor is in compliance with solicitation requirements, even if the solicitation efforts do not result in receiving a proposal from the WMBE businesses solicited or a subcontract award to a WMBE business, provided the Consultant documents the names of the businesses it solicited to during the proposal preparation (as well as during the term of the contract if additional subconsulting opportunities become available).

For the purposes of this section, the term "Consultant" includes all prime consultants submitting proposals for a City of Seattle contract.

**ATTACHMENT: EQUAL BENEFITS COMPLIANCE WORKSHEET & DECLARATION**

## Equal Benefits Compliance Work Sheet (Consultants)

### Instructions:

1. Complete the Equal Benefits Compliance Worksheet. The answers that you choose will help you determine the appropriate selection on the Equal Benefits Declaration.
2. Forward the completed Equal Benefits Worksheet and Declaration to the Purchasing and Contracting Services Division (contact information on page two of this document).
3. All contracts awarded by the City may be audited for Equal Benefits Compliance. Non-compliance may result in a rejection of a bid or proposal, or termination of the contract.

### Company Information

Name of Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Approximate Number of Employees in the U.S.: \_\_\_\_\_

1. a. Do you have any employees?  YES  NO  
 If "YES," continue to Question 1b and 2. If "NO," select Option C on Page 2.  
 b. Are any of your employees covered by a collective bargaining agreement or union trust fund?  YES  
 NO
2. a. Do you make any benefits available to employees? \*  YES  NO  
 b. Do you make any benefits available to the spouses of employees? \*  YES  NO  
 c. Do you make any benefits available to the domestic partners of employees? \*  YES  NO

\* For question 2, answer "YES" even if the company does not pay for the benefits.

If the answers to both Questions 2(b) and 2(c) are "NO", select **Option B** on the attached Declaration.

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

### 3. BENEFITS AVAILABLE

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

EMPLOYEE BENEFIT	EMPLOYEES	SPOUSES	DOMESTIC PARTNERS
Health Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dental Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vision Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pension/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bereavement Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Family Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Parental Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employee Assistance Programs	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Relocation and Travel	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Consultant discounts, facilities, events	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Credit Union	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Child Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (please specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (please specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If **all** of the check boxes in the "Spouses" and "Domestic Partners" columns match, select Option A on Page 2 of this Declaration.

If **any** of the check boxes in the "Spouses" and "Domestic Partners" columns do not match, please contact the City's Purchasing and Contracting Services Division to see if you qualify under alternative criteria.

The City cannot award a contract until you submit the attached Worksheet and this Declaration

I, \_\_\_\_\_ on behalf of \_\_\_\_\_  
(name) (business name)

state that the company complies with Seattle Municipal Code Chapter 20.45 and related rules because it:

Option A

Makes benefits available on an equal basis to its employees with spouses & its employees with domestic partners.

Option B

Does not make benefits available to the spouses or the domestic partners of its employees.

Option C

Has no employees.

Option D

Has received authorization from the City's Purchasing and Contracting Services Division to delay implementation of equal benefits (Substantial Compliance Authorization attached).

Option E

Has received authorization from the City's Purchasing and Contracting Services Division to provide a cash equivalent payment to eligible employees, in lieu of making the benefit available (Reasonable Measures Authorization attached).

Statement of Non-Compliance

state that the Company does not comply and does not intend to comply with Seattle Municipal Code Chapter 20.45 and related rules.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
(City) (State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax Identification Number

\_\_\_\_\_  
Address

---

City of Seattle – Purchasing and Contracting Services Division  
700 5<sup>th</sup> Ave, Suite 4112, PO Box 94687  
Seattle, WA 98124-4687

Phone: (206) 684-0430  
FAX: (206) 684-4511  
E-mail: [ContractingServices@seattle.gov](mailto:ContractingServices@seattle.gov)

For more information, visit our website: <http://www.seattle.gov/contract/equalbenefits/>

**Appendix D**

**City of Seattle**

**Insurance Requirements and Transmittal Form**

**Addendum: 2007 CONSULTANT CONTRACT**  
**INSURANCE REQUIREMENTS AND TRANSMITTAL FORM**  
**THIS FORM MUST BE ATTACHED TO INSURANCE CERTIFICATION SUBMITTED TO THE CITY**

**FOR CITY USE ONLY**

**Contract:** Preparation of Fort Lawton Redevelopment Plan **Contract Number:** FS-08-06  
**Contract Manager:** Dave Barber **Department:** FFD **Telephone:** 206-684-0400

**THIS SECTION TO BE COMPLETED BY CONSULTANT'S INSURANCE BROKER:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Name of Company: \_\_\_\_\_  
 Email: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**ATTACH CERTIFICATION AND ADDITIONAL INSURED WORDING TO THIS FORM. SEND TO:**

- |  |  |
|--|--|
| <p><input checked="" type="checkbox"/> The City of Seattle<br/>                 Risk Management Division<br/>                 700 5<sup>th</sup> Avenue, Suite 4350<br/>                 P. O. Box 94669<br/>                 Seattle, WA 98124-4669<br/>                 Fax: (206) 470-1279 or (206) 615-0065<br/>                 Email: <a href="mailto:riskmanagement@seattle.gov">riskmanagement@seattle.gov</a></p> | <p><input checked="" type="checkbox"/> The City of Seattle<br/>                 Dave Barber<br/>                 FFD - Real Estate Services<br/>                 700 5<sup>th</sup> Avenue, Suite 5200<br/>                 P.O. Box 94689<br/>                 Seattle, WA 98124-4689<br/>                 Fax: (206) 684-0188 Phone: (206) 684-0400<br/>                 Email: <a href="mailto:Dave.Barber@seattle.gov">Dave.Barber@seattle.gov</a></p> |
|--|--|

**A. INSURANCE REQUIRED:** The Consultant shall maintain continuously throughout the term of this Agreement, at no expense to the City, the following insurance coverage and limits as checked:

1.  **Commercial General Liability (CGL)** or equivalent insurance including coverage for:
  - Premises/Operations
  - Products/Completed Operations
  - Products/Completed Operations Additional Insured (if checked, see paragraph B.3.)
  - Personal/Advertising Injury
  - Contractual
  - Independent Contractors
  - Stop Gap/Employers Liability (coverage may be provided under separate policy)

Minimum limits of liability shall be \$ 1,000,000 each occurrence combined single limit bodily injury and property damage except:

  - \$ 1,000,000 each offence Personal & Advertising Injury
  - \$ 1,000,000 each accident/disease Stop Gap/Employers Liability:
  - \$ 100,000 each occurrence Fire/Tenant Legal
2.  **Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable with a minimum limit of liability of \$500,000 each occurrence combined single limit bodily injury and property damage unless this box is checked:  \$1,000,000 each occurrence combined single limit bodily injury and property damage.
3.  **Worker's Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance and (if checked)  U.S. L.& H.  Jones Act.
4.  **Professional Liability (Errors & Omissions)** insurance appropriate to the consultant's profession. The minimum limit of liability shall be  \$1,000,000  \$ \_\_\_\_\_ each claim.
5.  **Technology Errors and Omissions Liability** for programming errors, software performance, or the failure of consultant's work to perform as promised in your contract. The minimum limit of liability shall be  \$1,000,000  \$ \_\_\_\_\_ each claim.
6.  **Umbrella or Excess Liability** insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide total minimum limits of liability of  \$2,000,000  \$5,000,000  \$ \_\_\_\_\_ each occurrence combined single limit bodily injury and property damage. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

ONLY PARAGRAPH G. OF THE FOLLOWING CONDITIONS APPLIES TO WASHINGTON STATE WORKER'S COMPENSATION:

- B. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** As respects CGL and Automobile Liability insurance, the City of Seattle shall be included as an additional insured subject to a standard "Separation of Insureds" clause. As respects CGL insurance, additional insured status for the City:
1. Must be established either by an appropriate additional insured endorsement issued and attached to the policy or by appropriate blanket additional insured policy wording,
  2. Shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City, and
  3. If paragraph A.1. is checked for Products and Completed Operations Additional Insured, additional insured status for the City of Seattle shall be provided per ISO CG 20 10 11 85 or CG 20 37 endorsements or equivalent endorsements or blanket additional insured language for a period of not less three (3) years following completion of the scope of work.
- C. NO LIMITATION OF LIABILITY:** The limits of liability specified herein are minimum limits of liability only and, except for the policy limits, shall not be construed to limit the liability of the Consultant or any of the Consultant's insurers. The City shall be an additional insured as required in paragraph B. above as respects the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
- D. NOTICE OF CANCELLATION:** Coverages shall not be canceled without thirty (30) days prior written notice to the City, except ten (10) days notice for non-payment of premium.
- E. CLAIMS MADE FORM:** If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Consultant shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Consultant's financial responsibility for liability for services performed.
- F. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- G. SELF-INSURANCE:** The City acknowledges that the Consultant may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term "insurance" wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Consultant shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
- H. EVIDENCE OF INSURANCE:** The Consultant or its authorized representative shall deliver in the manner described an **Acord Certificate and Additional Insured Endorsement or Blanket Policy Wording** that complies with coverages, limits and conditions as required herein. (NOTE: A Copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy **MUST BE ATTACHED TO THE CERTIFICATE** to verify additional insured status.)
-

**CGL INSURANCE WILL NOT BE APPROVED WITHOUT  
ADDITIONAL INSURED ENDORSEMENT  
OR  
BLANKET ADDITIONAL INSURED WORDING  
ATTACHED TO THE CERTIFICATE!**



## **ADDENDUM #1**

To: REQUEST FOR PROPOSALS  
Reuse Planning for Fort Lawton Army Reserve Center

The deadline for **LETTERS OF INTENT** is 2:00 p.m. PST, Friday February 15, 2008.

The deadline for **FULL PROPOSALS** is 2:00 p.m. PST, Friday March 7, 2008.

On page 9 of the Request for Proposal document, it is incorrectly stated that the deadline for submittals is “2:00 p.m. PST, Friday February 15, 2008.” This statement is incorrect.

**The correct deadline for Full Proposals is 2:00 p.m. PST, Friday March 7, 2008.**



## **ADDENDUM #2**

To: REQUEST FOR PROPOSALS  
Reuse Planning for Fort Lawton Army Reserve Center

The deadline for **LETTERS OF INTENT** has been extended to 5:00 p.m. PST, Wednesday February 17, 2008.

The deadline for **FULL PROPOSALS** is 2:00 p.m. PST, Friday March 7, 2008.

On page 1 of the Request for Proposal document, and also on page 8, it is incorrectly stated that the deadline for submittal of Letters of Intent is “2:00 p.m. PST, Friday February 15, 2008.” This statement is incorrect.

**The correct deadline for Letters of Intent is 5:00 p.m. PST, Wednesday February 27, 2008.**