

# Drawing and Drafting Services

**INTRODUCTION:** The Housing Authority of the County of Stanislaus (HACS) is a public entity that was formed in 1949 to provide federally subsidized housing and housing assistance to low-income families within Stanislaus County. It is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Feral Regulations (CFR).

Currently, the HACS owns and/or manages approximately 1,700 rental units throughout Stanislaus county under a variety of affordable housing programs and administers 4,751 Housing Choice Vouchers throughout its service area of Stanislaus, Alpine, Amador, Calaveras, Tuolumne, Mariposa, Mono and Inyo counties. The HACS employs approximately 90 employees.

- A. In keeping with its mandate to provide efficient and effective services, the HACS is now soliciting proposals from qualified, licensed and insured entities to provide On-Call Surveying and Drafting Services to HACS. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

HACS currently anticipates developing a number of single family and multifamily units over the next 3-5 years. Current developments scheduled to begin within the next 12 months include three single family home communities consisting of 36 units, 23 units, and 35 units.

Due to the estimated cost of this procurement falling under the Small Purchase Threshold of \$150,000.00, HACS is procuring these services using an informal request for Quotes for Small Purchase (QSP) process. This informal QSP process means formal Request for Proposals (RFP) requirements and formal protest procedures do not apply (i.e., bid bonds, public bid opening, etc.). The HACS reserves the right to issue modifications to this QSP at any time, award the proposed project to more than one firm, reject all proposals, and ask for any clarifications or verifications from Proposers at any time. **Questions and quotes must be submitted via e-mail to Mramirez@stancoha.org.com.**

**Solicitation Date:** August 28, 2018  
**Questions Deadline:** September 6, 2018 - 4:00 P.M. (PDT)  
**Due Date for Quotes:** September 11, 2018 - 4:00 P.M. (PDT)  
**Anticipated Start Date:** September, 2018 (Actual Date to Be Determined)

**SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS:** The purpose of this QSP is to form a pool of Contractors from which the HACS may draw to contract for Drawing and Drafting work. The anticipated services are for conceptual project design and construction activities and may include, but are not limited to: general right-of-way, property location, topographic surveys, construction staking, preparation of legal plats and descriptions, drafting services, elevation drawings, conceptual community plot plans and layouts, and preparation of easement documents. These services will provide support for engineering services for various HACS capital improvement and private development related projects.

**General Requirements:** The following is a general outline of the Scope of Work that is anticipated under the on-call contract. It is anticipated that the detailed scope of work will be a product created in consultation with the selected consultant.



## QUOTES FOR SMALL PURCHASE (QSP) #215-18, Drawing and Drafting Services

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The selected consultant on-call services will include project design and construction activities and may include but are not limited to general right-of-way, property location, topographic surveys, construction staking, preparation of legal plats and descriptions, drafting services, and preparation of easement documents. These services will provide support for engineering services for various HACS capital improvement and development related projects.

HACS's preferred on-call consultant shall provide survey and associated computer-aided drafting services, including but not limited to, the following:

1. Conduct group topographic surveys and prepare AutoCad base maps and plans for design of street, underground utility projects and residential dwelling units.
2. Create conceptual residential community site layouts and residential unit elevations.
3. Prepare grant deed and easement plat maps and descriptions.
4. Research property ownership and land rights issues and survey property and easement boundaries.
5. Set construction stakes with horizontal and vertical controls.
6. Tie-out and reestablish monuments as necessary due to construction.
7. Perform survey technical map checking.
8. Prepare record of survey and corner records in conformance with the Land Surveyor's Act.

**Method of Award (Task Order):** The HACS intends to form a pool of Contractors to draw from on an as-needed basis, and retains the right to contract with any Contractor as a result of this QSP, which shall occur in the following manner:

When the HACS has any service needs, HACS staff will contact the 1<sup>st</sup>-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable timeframe the HACS has established for that work (typically, "reasonable" shall be interpreted as meeting at the site within one (1) work day and beginning work within one (1) work day thereafter). If the 1<sup>st</sup>-ranked Contractor is not available, the HACS may then proceed to the next highest-ranked Contractor, and so forth, until the HACS has located an available Contractor.

**Rates All-Inclusive:** Unless otherwise provided for herein, the hourly labor fees quoted shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to: tools, equipment, materials, insurance, licensing, employee costs, and benefits, etc.

**Warranty/Guarantee:** All work provided by any Contractor pursuant to any contract that ensues from this QSP shall be guaranteed by that Contractor for a period of time of not less than 180 days.



**Quantities:** All quantities entered by the HACS herein are for calculating purposes only. The ensuing contract will be an Indefinite Quantities Contract (IOC), in that the HACS shall retain the right to form a pool of potential Contractors that the HACS may also make awards to, on a task-order basis, any amount of services the HACS requires.

**Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount:** The ensuing contract will be an Indefinite Quantities Contract (IOC), which, pursuant to HUD regulation, requires the HACS to award to each responsive and responsible Contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are:

- GCMA: \$250.00 (awarded to 1<sup>st</sup>-ranked Contractor only);
- NMCA: \$90,000.

**Exceptions Pertaining to the GCMA:**

The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of three (3) requests from the HACS to be available for work during the contract period or at the discretion of the HACS's Authorized Representative.

**Contract Form:** The HACS will not execute a contract on the Contractor's form. Contract will only be executed on an HACS form and by submitting a proposal, the Contractor agrees to do so (please note that HACS reserves the right to amend this form as HACS deems necessary). However, the HACS may consider any contract clauses that the Contractor wishes to include therein and requests in writing for the HACS to do so; but the failure of HACS to include such clauses does not give the Contractor the right to refuse to execute the HACS's contract form. Prior to submitting a proposal, it is the responsibility of each prospective Contractor to notify the HACS in writing of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HACS will consider and respond to such written correspondence, and if the prospective Contractor is not willing to abide by the HACS's response (decision), then that prospective Contractor shall be deemed ineligible to submit a proposal.

**Unauthorized Sub-Contracting Prohibited:** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the contract) without the prior written consent of the HACS. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO, shall be void and may result in the cancellation of the contract with HACS, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the HACS.

**Right to Negotiate Final Fees:** The HACS shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated Contractor may, at HACS's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HACS has chosen a top-rated Contractor. If, in the opinion of the HACS, such negotiations are not successfully concluded within five (5) business days, the HACS shall retain the right to end such negotiations and begin negotiations with the next-highest-rated Contractor. The HACS shall also retain the right to negotiate with and make an award to more than one HACS Contractor, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).



**Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HACS pursuant to this QSP:

**Required Clauses:** At a minimum, the attached "*HACSI Purchase Order Terms & Conditions*" (Attachment A) and "*HUD 7460.8c05 Table 5.1 Mandatory Contract Clauses for Small Purchases Other Than Construction*" (Attachment B) will be applicable to any Purchase Order and/or Contract issued by HACS.

**Assignment of Personnel:** HACS shall retain the right to demand and receive a change in personnel assigned to the work if the HACS believes that such change is in the best interest of the HACS and the completion of the contracted work. Contractor shall select and employ the replacement personnel.

**Labor Costs:** Quotes will include inclusive billing rates for State prevailing wage rates, Davis-Bacon wage rates and non-prevailing wage rates if applicable.

**Licensing and Insurance Requirements:** Prior to award (but not prior to submission of the proposal) the Contractor will be required to provide:

**Licensing:** Contractor must hold a valid California Contractor's License for the appropriate trade listed in this QSP with all appropriate bonding and insurance required by the State of California and have the ability to obtain all required permitting either through local, state and federal agencies and being in good standing with all governing agencies. The Contractor shall provide to the HACS copies of these and any other required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

**Proof of Insurance:** Contractor shall maintain throughout the course of any Contract resulting from this Request for Quotes for Small Purchase, at a minimum, insurance coverage shown on the attached *Insurance Requirements for Contractors* (Attachment B). Proof of such coverage must be presented to the HACS upon request.

**Contract Service Standards:** All work performed pursuant to this QSP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations. If such compliance is impossible for reasons beyond its control, the Contractor shall immediately notify the HACS of that fact and the reasons therefore. The HACS reserves the right to remove Contractor who fail to respond to calls when requested or within the agreed-upon response times and may in such cases proceed to contact the next Contractor from the pool.

## PERFORMANCE SPECIFICATIONS

### Personnel Standards

1. Services shall be performed by personnel who are trained and otherwise qualified to perform tasks assigned.
2. Contractor's employees shall wear clearly visible identification while performing duties.
3. All personnel shall be neat in appearance and shall conduct their work in a professional manner with minimal disturbance to the contracting party. If any of the Contractor's personnel are not satisfactory to the HACS or its managers, the Contractor shall replace such personnel with those who are satisfactory.



4. Contractor shall use all reasonable care, consistent with his/her right to manage and control his/her operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, safety issues, disputes or controversies at the HACS's place of business or which interfere or are likely to interfere with the operations of the HACS's business.
5. Contractor shall immediately give such notice to the HACS, to be followed by written reports, as shall be reasonably necessary to advise the manager of any and all impending or existing labor complaints, troubles, disputes, or controversies and the progress thereof that Contractor, in his/her opinion, believes may interfere with the operation of the business. Contractor shall use his/her best efforts to resolve any such complaints, troubles, disputes, or controversies.

#### Supervision

1. Contractor shall furnish the necessary qualified supervision to oversee all operations.
2. Contractor shall be available to attend a minimum of two meetings per year with the HACS designated staff, to coordinate, plan and discuss the contracted services performance.

#### Equipment

1. Contractor shall furnish all equipment necessary to perform the services in accordance with these specifications and warrants that all equipment will be of such type as to cause no hazard or danger.

#### Property Damages

1. Contractor shall be responsible for any damages to HACS property, damaged as a result of the actions of the Contractor, his/her employees and/or equipment. All repairs of damages shall be at the Contractor's expense.

#### NON-COLLUSION

The Contractor may be required to complete an affidavit in proof that they have not entered into any collusion with any person in respect to this bid or any other bid or the submitting of quotes for the contract for which this quote is submitted.

#### SECTION 3 CONTRACT

The work to be performed under this contract is on a project assisted under a program receiving direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968 which requires that, to the greatest extent feasible, opportunities for training and employment will be given to residents of the area of the Section 3 covered project (Attachment D - *Section 3 Form and Explanation*).



**AWARD OF THE CONTRACT**

**Subject to Other Documents:** The contract is subject to the terms and conditions of the State of California as they exist at the time the agreement is signed.

**Conflict of Interest:** The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.

**Responsibility:** It shall be the responsibility of the Contractor to see that his/her quote is received by HACS by the date and time set forth for the opening of the quotes. Quotes received after the time stated shall not be considered.

**Rejection of Proposals:** The HACS reserves the right to accept or reject any or all proposals, which are determined to be non-responsive.

**ATTACHMENTS**

- Attachment A: HACS Sample Form of Contract *Terms and Conditions*
- Attachment B: HACS *Insurance Requirements for Contractors*
- Attachment C: HACS *Section 3 Form and Explanation*
- Attachment D: Form HUD-5370-EZ: *General Contract Conditions for Small Construction/Development Contracts*
- Attachment E: HACS MWBE Contractor Information over \$10K



HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS  
QUOTE FORM

Due to the estimated cost of this procurement falling under the State and Federal Small Purchase Threshold of \$100,000.00, the HACS is procuring these services using an informal request for Quotes for Small Purchase (QSP) process. This informal QSP process means formal Request for Proposals (RFP) requirements and formal protest procedures do not apply (i.e., bid bonds, public bid opening, etc.). The HACS reserves the right to issue modifications to this QSP at any time, award the proposed project to more than one firm, reject any or all quotes, and ask for any clarifications or verifications from Proposers at any time.

Quote: The HACS is only requesting that this page and any additional documents referenced therein be submitted by the due date as indicated in the QSP. A single copy must be submitted electronically to publicpurchase.com. By submitting a quote response, the Contractor agrees to abide by all applicable laws, ordinances, and regulations.

- 1. Base Quote - The undersigned, being familiar with local conditions affecting the cost of work, and with the specifications, found in the QSP, Quote Form, General Scope of Work, and Addenda, if any thereto, as prepared by and on file in the offices of the HACS of the County of Stanislaus, California, hereby proposes to furnish all labor and services required to complete the work, all in accordance with the Specifications, for the amount(s) of:

Total hourly cost to provide the services as described in this solicitation including, but not limited to employee wages and costs, tools, equipment, licensing, and insurance, etc.

Total Hourly Rate for proposed Drawing and Drafting Services

Regular: \$ \_\_\_\_\_/hr.

- 2. If written notices of the acceptance of this quote is mailed, faxed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this quote is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form within ten (10) days after the contract is presented for signature.

Quote Submitted By:

Company: \_\_\_\_\_

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

By (Print Name): \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

License# \_\_\_\_\_

Authorized Principal or Officer

