

February 27, 2023

REQUEST FOR QUALIFICATIONS

TO: Civil Engineers

FROM: Melanie Schuster
Development Bureau Chief

SUBJECT: **Ashton-Tetonia Trail Upgrades
Ashton-Tetonia Trail State Park
Ashton, Idaho**

RFQ submittal packages will be received electronically by Nathan Powers (Nathan.Powers@idpr.idaho.gov) until **May 4, 2023, at 4:00 p.m.**, Mountain Standard Time for furnishing design services to the State of Idaho.

Questions that arise as a result of this Request for Qualifications should be addressed to:

Nathan Powers, Construction Manager
Department of Parks and Recreation
4279 Commerce circle Suite B
Idaho Falls, Idaho 83401
(208) 497-1505
Nathan.Powers@idpr.idaho.gov

Modifications (addenda) to this RFQ, if any, will be posted on the Idaho State Parks website at <https://parksandrecreation.idaho.gov/development-projects/>. It is recommended that responders to this RFQ check this page prior to making their submittal. If any, the final addendum will be issued by April 30, 2023.

The project will be funded by Federal and State of Idaho funds. The Department of Parks and Recreation (IDPR) will administer the project according to the terms and conditions of the award including all applicable Federal and State regulations. This project will be funded by the United States Department of Commerce, Economic Development Administration and subject to Federal Laws and Regulations associated with the program, including Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

The Design Professional shall warrant the following: not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States as required by Title 67, Chapter 79, Idaho Code. The Design Professional shall take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any Contract resulting from this RFQ.

BACKGROUND

The Ashton-Tetonia Trail is a 30-mile trail located in eastern Idaho, stretching from Ashton (Fremont County) to Tetonia (Teton County), adjacent to world-class outdoor recreation destinations such as Yellowstone and Grand Teton National Parks, Harriman State Park, and the Henrys Fork of the Snake. The trail traces the historic route of the Teton Valley Branch of the Union Pacific Railroad through the pastoral Teton Valley, crossing three trestle bridges and offering a scenic backdrop of the Teton mountains.

DESCRIPTION OF PROJECT

The current trail surface is packed gravel/dirt and is limited to mountain bikes, hiking, and equestrian use. The intent of this project is to replace the trail sub-base and overlay a new eight-foot-wide asphalt pathway including any needed repairs.

REQUIRED SERVICES

IDPR is requesting Qualification Statements for complete design services including observation during construction. A total preliminary project budget of \$3,000,000 has been established to include fees, construction, and contingencies and tests. A relatively complete construction cost estimate will be required following the Design Development Phase and must be updated at each additional phase.

The Engineer shall be licensed to practice Engineering in the State of Idaho. This project will require, but not necessarily be limited to, civil & geotechnical engineering design services, geotechnical investigation, including examination of test pits in the embankment along the route, to support design of new paved surface. Including surveying services to the project route for accurate plan preparation, including environmental permitting services, cultural resource clearance, preparation of construction documents, plans & specifications, construction estimate & schedules, and bid support. Including construction observation of the construction project testing of materials and construction results (i.e. collection of testing and granular materials used in construction, in-situ pavement testing, etc.). The construction project will consist of limited clearing, re-grading, and fully paving the existing Ashton-Tetonia trail.

The licensed design professional will be required to communicate monthly with the Project Manager for the purpose of providing a verbal/written report regarding the previous month's progress. Such monthly reports will show funds expended in the completion of the project and specific accomplishments related to the completion of the project.

QUALIFICATION STATEMENT CONTENT

- A. **Basic Qualifications:** Provide basic data relative to the Design Professional's team size, history, personnel, special expertise, resources available to meet the project schedule, and general information. Individual resumes, awards, associations, etc., may be included.

IDPR reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references and interviews with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of proposal.

- B. **Team Member Qualifications:** List the Design Professionals and Consultants expected to accomplish this work. Describe who will perform the various tasks, the amount of their involvement and responsibilities, their qualifications, education, training, and relevant

special expertise in project type Provide a list of at least three (3) projects, with brief descriptions which show the person's ability to complete projects of this scope and/or type. Has the Design Professional had successful collaboration with the consultant team members in the past?

- C. **Technical Approach to Project:** Include a statement of your approach to this specific project including design philosophy, understanding of program, challenges, and opportunities as well as alternative concepts and methods that might be explored. Discuss your ideas and process of value engineering a project during the current market conditions. Include your approach to designing within budget. Limit Technical Approach to two (2) pages.
- D. **Management Approach to Project:** Describe the firm's management approach to the project including approaches to quality control, schedule, and cost estimation. Include your approach to gathering stakeholder's input and acceptance. Demonstrate success during construction administration and how your team manages each task. Limit Management Approach to Project to two (2) pages
- E. **Examples of Work:** Renderings, photographs, drawings, and applicable documents may be submitted as examples of your work. Include name, location, description, project owner, sq. footage, initial projected construction cost, final construction cost, date of substantial completion, and a Reference/Contact for each project. Examples of similar projects will be scored more favorably.
- F. **Format:** To assist evaluation it is desirable to format the submittal similar to the headings listed above. The submittal should be clear and to the point. Emphasis should be placed on specific qualifications of the people to actually perform the project and approach to the project. Primary contact should be clearly identified on the cover sheet with an email address. Packet should be no more than thirty (30) pages.

SUBMITTAL

One (1) electronic PDF file of the submittal shall be emailed to the specified project manager by the time specified above. The email submittal shall clearly identify the point of contact regarding the submittal, with email, address and phone number listed. **Failure to identify point of contract may render submittal non-responsive.**

EVALUATION: INITIAL RANKING

A selection committee consisting of persons from the IDPR Development Bureau, and Ashton-Tetonia State Park will evaluate and rank the firms deemed to be the most highly qualified to perform the required services. The selection committee may choose to interview any, all, or none of the respondents as may be in the best interest of IDPR. The initial ranking criteria will be weighted according to the following:

	Criteria	Maximum Points
A	Basic Qualifications	8
B	Team Member Qualifications	20
C	Technical Approach to Project	10
D	Management Approach to Project	10
E	Examples of Work	20

F	Format	2
	Total	70

The names of all firms submitting proposals and the names, if any, selected for interview shall be public information. At the conclusion of the RFQ process, committee comments and evaluation scores become public information. Firms that have not been selected will be notified in writing after the conclusion of the selection process.

INTERVIEW PROCESS AND FINAL RANKING

If interviews are held, selected firms will be notified as to place, time, date, and content of the interview. The Design Professionals invited for an interview will receive a final score based on the sum of the selection committee’s initial ranking and interview ranking. The interview process will be worth 30 points. Questions to be addressed during the interview will be provided to the selected teams.

SELECTION AND AWARD

Upon selection of a firm, IDPR will issue a letter of intent. However, final award is contingent upon the successful negotiation of an Agreement and EDA approval.

The contents of the submittal may be used in a legal contract or agreement. Proposers should be aware that methods and procedures proposed could become contractual obligations. The successful firm will be required to sign an agreement including the State’s standard terms (Appendix ‘B’), including a requirement to carry and maintain a minimum of \$1,000,000 professional liability insurance coverage, except in special circumstances.

IDPR reserves the right to reject any or all submittals received as a result of this request.

IDPR may also negotiate separately with any source in any manner necessary to serve the best interests of the State of Idaho. Awards will be made basis of submittals resulting from this request and subsequent interviews.

PROPOSED DATES:

Advertise RFQ	April 4 2023
Receive Qualification Statements	May, 4,2023
Evaluate Qualification Statements	May 2023
Negotiate Fee & Issue Consultant Contract	June 2023
Project Design	June 2022 – February 2024
Bid Period	March 2024
Construction	June to September 2024

SELECTION

The contents of the submittal may be used in a legal contract or agreement. Candidates should be aware that methods and procedures proposed could become contractual obligations. The successful firm will be required to sign an agreement including the State’s standard terms, including a requirement to carry and maintain a minimum of \$1,000,000 professional liability insurance coverage, except in special circumstances.

IDPR reserves the right to reject any or all submittals received as a result of this request.

IDPR may also negotiate separately with any source in any manner necessary to serve the best interests of the project. Awards will be made on the basis of submittals resulting from this request.

Attachments:

A: Site Location Map

B: Draft Professional Services Agreement

End 360431 Design Professional RFQ



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STATE OF IDAHO
IDAHO DEPARTMENT OF PARKS & RECREATION
Professional Services Agreement

IDPR Project No. 360431
Ashton-Tetonia Trail Upgrades
Ashton-Tetonia State Park, Ashton, Idaho

THIS AGREEMENT, made as of the Twenty-Eighth, 28nd day of April in the year of TWO THOUSAND TWENTY THREE (2023) between THE STATE OF IDAHO, as represented by the IDAHO DEPARTMENT OF PARKS & RECREATION (IDPR), hereinafter referred to as the OWNER, and (Designer Name) hereinafter referred to as the DESIGN PROFESSIONAL:

For the following project: 360431, Ashton-Tetonia State Park – Trail Upgrades to replace the trail sub-base and overlay a new eight-foot-wide asphalt pathway including any needed repairs.

This Project is being administered by the OWNER. A representative from IDPR has been designated as the project manager to act on behalf of the OWNER. The Department of Parks and Recreation (IDPR) will administer the project according to the terms and conditions of the award including all applicable Federal and State regulations. This project will be funded by the United States Department of Commerce, Economic Development Administration and subject to Federal Laws and Regulations associated with the program, including Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

The OWNER and the DESIGN PROFESSIONAL agree as set forth below:

ARTICLE 1
BASIC SERVICES

The DESIGN PROFESSIONAL'S Basic Services consist of those described in Paragraphs 1.1 through 1.6 and any other services identified as a part of Basic Service and include engineering and consulting services.

1.1 PROGRAM PHASE

1.1.1 The DESIGN PROFESSIONAL shall review and evaluate the existing facility for identification of areas in non-compliance with current codes, and areas needing repair or replacement. The DESIGN PROFESSIONAL shall gather all pertinent data required to develop a complete Project program. This phase shall include, as a minimum, the following tasks:

1. Establish Project and operational costs.
2. Collect all pertinent facts about the Project including, but not limited to, evaluation of existing building and exiting systems or structures affecting the Project, state code and regulation review, cost parameters and Project schedule.
3. Meet with IDPR staff to further identify areas needing correction and alteration.

4. Conduct an analysis study to establish appropriateness and cost effectiveness of existing building renovation.
5. State the problem, as a summary of the significant conditions, and general direction the renovation of the building should take.

1.1.2 The DESIGN PROFESSIONAL shall submit to the OWNER in the program, a statement of program feasibility, reconciling the program requirements with estimated cost and available funding.

1.1.3 The DESIGN PROFESSIONAL shall submit one (1) electronic copy of the completed program with all verification documentation in written form, to the OWNER for distribution and review, prior to the final presentation. After review and correction, one (1) copy shall be submitted as final record documents.

1.1.4 At the conclusion of this phase, the DESIGN PROFESSIONAL shall make a presentation to IDPR staff for approval.

1.1.5 Program Documents shall be completed within *twenty* (20) days from the date of the Authorization to Proceed.

1.2 SCHEMATIC DESIGN PHASE

1.2.1 The schematic design phase shall include a pre-design phase for user interviews and a development of the Scope of the Work for the project. This phase shall focus upon analyzing and developing alternative designs to meet space needs and review of the Agency programs to ascertain the requirements of the project. The DESIGN PROFESSIONAL shall arrive at a mutual understanding of such requirements with the OWNER.

1.2.2 The DESIGN PROFESSIONAL shall review with the OWNER and Agency alternative approaches to design and construction of the Project.

1.2.3 The DESIGN PROFESSIONAL shall investigate and verify the existing conditions, including utilities and services, at the Project site to the extent required to accomplish the Project.

1. Investigation shall include a land survey of the site as deemed necessary by the DESIGN PROFESSIONAL, giving applicable adjoining property boundaries and contours of the site; locations and data pertaining to existing buildings and other improvements and utilities.

1.2.4 Based on the mutually agreed-upon approach, program, schedule and construction budget requirements, the DESIGN PROFESSIONAL shall prepare for approval by the OWNER, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

1.2.5 The DESIGN PROFESSIONAL shall submit to the OWNER a preliminary estimate of construction cost based on current area, volume or other unit costs and shall include any site or utility work identified.

1.2.6 Schematic Design Documents shall be completed within an *twenty-eight (28)* days from the date of authorization to proceed with this phase.

1.3 DESIGN DEVELOPMENT PHASE

1.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the OWNER in the program, schedule or construction budget, the DESIGN PROFESSIONAL shall prepare, for approval by the OWNER, Design Development Documents consisting of the following:

1. Drawings, to scale, showing, civil and geotechnical engineering sufficient in detail to fully describe the quantity and quality of the Work.
2. Analyze the Project per appropriate code standards, environmental and cultural clearance and preliminary contacts with the appropriate code officials, and provide a summary of the code review analysis.
3. Review of documents with OWNER and others as required and make revision of documents as required.
4. An updated construction cost estimate.

1.3.2 Design Development Documents shall be completed within *twenty-eight (28)* days from the date of authorization to proceed with this phase. Provide *one (1)* set electronically to the OWNER for distribution and review.

1.4 CONSTRUCTION DOCUMENTS PHASE

1.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the OWNER, the DESIGN PROFESSIONAL shall prepare, for approval by the OWNER, Construction Documents consisting of:

1. Complete working drawings and specifications as required for the bidding and construction of the Project. Working drawings and specifications for the Project will be completed for approval by all required agencies and submitted to the OWNER within *twenty-eight (28)* days after authorization to proceed with this phase. After review, if additions or corrections are required, the DESIGN PROFESSIONAL shall make such additions and corrections and an additional one (1) electronic set shall be submitted for approval.
2. A detailed, itemized construction cost estimate.

1.5 BIDDING PHASE

1.5.1 The DESIGN PROFESSIONAL, following the OWNER'S approval of the Construction Documents and of the latest construction cost estimate, shall assist the OWNER in obtaining bids and assist in awarding contracts for construction, including the following:

1. Providing the OWNER with electronic files of the Contract Documents in a format suitable for publication of the documents on the Internet. Electronic Files shall be

provided in one of the following formats, listed in order of preference: PDF format, plot files, or raster (scanned images) in TIFF Group 4 format or other format as may be approved by the OWNER.

2. Printing and distribution of drawings and specifications to bidders will be by OWNER. (Cost of printing and postage is a reimbursable expense.)
3. Review of submittals for approval of alternate methods and/or materials prior to the bid date.
4. Review of addendum listing alternate materials and/or methods approved under item 2 above and clarifying drawings and specifications to plan holders prior to bid date.

1.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.6.1 The DESIGN PROFESSIONAL'S responsibility to provide Basic Services for the Construction Phase commences with the award of the Contract for Construction and terminates thirty (30) days after final acceptance by the DESIGN PROFESSIONAL and OWNER, provided the record documents have been submitted and accepted.

1.6.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the DESIGN PROFESSIONAL shall provide administration of the Contract for Construction as set forth below and in the Idaho Department of Parks & Recreation Fixed Price Contract Between Owner and Contractor.

1.6.3 The DESIGN PROFESSIONAL shall be a representative of, shall advise and shall consult with the OWNER. Instructions to the Contractor shall be forwarded through the DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL shall have authority to act on behalf of the OWNER only to the extent provided in this Agreement and in the Contract Documents unless otherwise modified by written instrument by the OWNER and the DESIGN PROFESSIONAL.

1.6.4 The DESIGN PROFESSIONAL shall attend the preconstruction conference. OWNER will establish the date and the OWNER will chair the preconstruction conference. The DESIGN PROFESSIONAL shall take and distribute minutes of the preconstruction conference.

1.6.5 The DESIGN PROFESSIONAL shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the OWNER and DESIGN PROFESSIONAL in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with Contract Documents. The DESIGN PROFESSIONAL shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of such on-site observation as a design professional, the DESIGN PROFESSIONAL shall keep the OWNER informed on the progress and quality of the Work and shall endeavor to guard the OWNER against defects and deficiencies in the Work.

1.6.5.1 The DESIGN PROFESSIONAL and their consultants, when appropriate, shall make not less than one (1) site visits each month. Visits shall include monthly construction conferences throughout the Construction Phase. The engineering consultants shall confirm that the building systems are installed and operating according to the design.

1.6.6 The DESIGN PROFESSIONAL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.6.7 The DESIGN PROFESSIONAL shall at all times have access to the Work wherever it is in preparation or progress.

1.6.8 Based on the DESIGN PROFESSIONAL'S observations and evaluations of the Contractor's Applications for Payment, the DESIGN PROFESSIONAL shall review and certify the amounts due the Contractor.

1.6.9 The DESIGN PROFESSIONAL'S certification of a Periodic Payment Estimate shall constitute a representation by the DESIGN PROFESSIONAL to the OWNER, based on the DESIGN PROFESSIONAL'S observations at the site, as provided in Subparagraph 1.6.6 and on the data comprising the Contractor's Periodic Payment Estimate, that the Work has progressed to the point indicated and that, to the best of the DESIGN PROFESSIONAL'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Periodic Payment Estimate Form); and that the Contractor is entitled to payment in the amount certified. The Certification of Payment shall not be a representation that the DESIGN PROFESSIONAL has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.6.10 The DESIGN PROFESSIONAL shall be the interpreter of the requirements of the Contract Documents. The DESIGN PROFESSIONAL shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the OWNER or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the OWNER and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.6.11 Interpretations and decisions of the DESIGN PROFESSIONAL shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form.

1.6.12 The DESIGN PROFESSIONAL shall have authority to reject Work, which does not conform to the Contract Documents. Whenever, in the DESIGN PROFESSIONAL'S reasonable professional opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the DESIGN PROFESSIONAL, with the written approval of the OWNER, will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.6.13 The DESIGN PROFESSIONAL shall review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay in the Work. The DESIGN PROFESSIONAL'S review of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of

performance characteristics of materials, systems or equipment is required by the Contract Documents, the DESIGN PROFESSIONAL shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

1.6.14 The DESIGN PROFESSIONAL shall assist in the preparation of Change Orders and Construction Change Directives with supportive documentation and data as necessary for the OWNER'S approval and execution in accordance with the Contract Documents and shall not make any such changes in the Work without approval of the OWNER. The DESIGN PROFESSIONAL will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or an extension of the Contract Time that are not inconsistent with the intent of the Contract Documents. Except as provided by subparagraph 1.8.4, the preparation of Change Orders shall be considered to be a part of the Basic Services.

1.6.15 The DESIGN PROFESSIONAL shall, with the OWNER, conduct inspections to determine the dates of Substantial Completion and Final Completion. The DESIGN PROFESSIONAL shall receive, review and forward to the OWNER written warranties and related documents required by the Contract Documents and assembled by the Contractor. The DESIGN PROFESSIONAL shall issue a Certificate of Substantial Completion and certify a final payment for each building.

1.6.16 The DESIGN PROFESSIONAL shall issue a statement of the Project's acceptance for each building. If, after issuing such statement, and written acceptance by the OWNER, the DESIGN PROFESSIONAL'S services are further required through no fault of the DESIGN PROFESSIONAL, compensation shall be as in Paragraph 13.2.1.

1.6.17 The DESIGN PROFESSIONAL shall assemble drawings of record submitted by the Contractor as required by the specifications and prepare and provide the OWNER, one (1) set of prints and diskette media in DWG format compatible with AutoCAD® 2010 generated documents & PDF showing the as constructed conditions for each building. The DESIGN PROFESSIONAL shall also mark up and provide the OWNER with one (1) set of specifications showing materials used in the Project for the building.

1.7 GENERAL RESPONSIBILITIES

1.7.1 The DESIGN PROFESSIONAL agrees to conform to and be bound by standards, criteria, budgetary considerations and memoranda of policy furnished to them by the OWNER, including but not limited to current edition of Idaho Department of Parks & Recreation – Instructions for Architects and Engineers and further agrees to design Work in compliance with applicable laws, ordinances and codes.

1.7.2 The DESIGN PROFESSIONAL agrees to provide without additional compensation all professional services required by the OWNER that relate to errors or omissions or failure to act by the DESIGN PROFESSIONAL, arising out of this Agreement. Further, the OWNER will not reimburse or pay the DESIGN PROFESSIONAL for any additional fee, costs, claims or damages, including legal fees, incurred by the DESIGN PROFESSIONAL in defending or interpreting the contract documents relative to errors and omissions.

1.7.3 The DESIGN PROFESSIONAL'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The DESIGN

PROFESSIONAL assumes full responsibility for all delays and associated cost proximately caused by the DESIGN PROFESSIONAL'S negligent acts, errors or omissions.

1.7.4 Throughout all phases of service the DESIGN PROFESSIONAL shall endeavor to assure the OWNER that all instruments of service, including but not limited to drawings and specifications, whether prepared by the DESIGN PROFESSIONAL or by the DESIGN PROFESSIONAL'S consultants are properly coordinated.

1.8 ADDITIONAL SERVICES

The following Services are not included in Basic Services. They shall be provided if authorized or confirmed in writing by the OWNER, as provided in this Agreement, in addition to the compensation for Basic Services.

1.8.1 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.8.2 Providing coordination of Work performed by separate Contractors or by the OWNER'S own forces.

1.8.3 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or other causes beyond the control of the DESIGN PROFESSIONAL.

1.8.4 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders required by requests of the OWNER for additional Work or for specific changes to previously approved documents. If the DESIGN PROFESSIONAL requires additional compensation, the DESIGN PROFESSIONAL shall obtain written approval from the OWNER prior to initiation of the change request.

1.8.5 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

1.8.6 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

1.8.7 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the DESIGN PROFESSIONAL is party thereto or where the hearing or proceeding involves or is based upon allegations of error or omission or other negligence by the DESIGN PROFESSIONAL.

1.8.8 Providing services, other than those required in Paragraphs 1.6.17, 1.6.18 and 1.6.19 above, more than thirty (30) days after the final acceptance, unless required due to an error or omission in the provision of the DESIGN PROFESSIONAL'S services.

1.9 SCHEDULE

1.9.1 The DESIGN PROFESSIONAL shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Following a notice to proceed, the DESIGN PROFESSIONAL shall submit for the OWNER'S approval, a schedule for the performance of the DESIGN PROFESSIONAL'S services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the OWNER'S review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the OWNER, shall not, except for reasonable cause, be exceeded by the DESIGN PROFESSIONAL. The schedule shall include the following critical occurrences:

Program Review by OWNER
Schematic Review by OWNER
Design Development Review by OWNER
Construction Document Review by OWNER
Bid Date
Award of Contract
Substantial Completion

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The OWNER shall work with the DESIGN PROFESSIONAL in the refinement and coordination of the program.

2.2 The OWNER shall establish and update an overall budget for the Project, including the Construction Cost, the OWNER'S other costs and reasonable contingencies related to all of these costs.

2.3 The OWNER shall designate, a Project Manager authorized to act in the OWNER'S behalf with respect to the Project. The Project Manager shall examine the documents submitted by the DESIGN PROFESSIONAL and shall render decisions in a timely manner, to avoid unreasonable delay in the progress of the DESIGN PROFESSIONAL'S services.

2.4 The OWNER shall furnish laboratory tests, inspections and reports as required by law or the Contract Documents.

2.5 If the OWNER observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the OWNER to the DESIGN PROFESSIONAL.

2.6 The OWNER will assign a Construction Manager for regular observation of the Work during the Construction Phase, who will report their observations to the DESIGN PROFESSIONAL and the Project Manager.

2.7 The OWNER will make available existing site drawings for the DESIGN PROFESSIONAL'S use. Existing drawings remain the property of the OWNER and shall be returned promptly.

~~2.8 The OWNER shall separately furnish the services of a geotechnical engineer, as deemed necessary by the DESIGN PROFESSIONAL, for determining subsoil conditions, with reports and appropriate professional recommendations.~~

~~2.9 The OWNER shall separately furnish a land survey of the site, as deemed necessary by the DESIGN PROFESSIONAL, giving applicable adjoining property boundaries and contours of the site; locations and data pertaining to existing buildings and other improvements and utilities.~~

ARTICLE 3 CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the OWNER of all elements of the Project designed or specified by the DESIGN PROFESSIONAL and incorporated into the construction contract.

3.1.2 Construction Cost does not include the compensation of the DESIGN PROFESSIONAL and the DESIGN PROFESSIONAL'S consultants, the cost of the land, rights-of-way, or other costs that are the responsibility of the OWNER as provided in ARTICLE 2.

3.2 CONSTRUCTION COST

3.2.1 Evaluations of the OWNER'S Project budget and estimates of Construction Cost, prepared by the DESIGN PROFESSIONAL, represent the DESIGN PROFESSIONAL'S best judgment as a design professional familiar with the construction industry. It is recognized that neither the DESIGN PROFESSIONAL nor the OWNER has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the DESIGN PROFESSIONAL cannot and does not warrant or represent that bids will not vary from the Project budget or from any estimate of Construction Cost or evaluation prepared by the DESIGN PROFESSIONAL.

3.2.2 Prior to the Bidding Phase the DESIGN PROFESSIONAL shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding Phase has not commenced within three (3) months after the DESIGN PROFESSIONAL submits the Construction Documents to the OWNER, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the OWNER and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid, the OWNER shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project within a reasonable

time, (3) if the Project is abandoned, terminate in accordance with Article 5, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), the DESIGN PROFESSIONAL, without additional charge, shall modify the Contract Documents, as necessary to comply with the fixed limit. The providing of such service, including rebidding of the Construction Contract, shall be the limit of the DESIGN PROFESSIONAL'S responsibility arising from the establishment of such fixed limit, and having done so, the DESIGN PROFESSIONAL shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase commences.

3.2.4.1 As a condition of the Agreement, the fixed limit of the construction cost (this amount is for construction only and does not include architectural fees, testing, surveys or contingencies) is \$3,000,000.

ARTICLE 4 COMPENSATION AND PAYMENTS

4.1 For the purposes of the Agreement, hourly rates of employees and consultants engaged on the Project by the DESIGN PROFESSIONAL to perform Additional Services shall be as follows:

Person/Classification	Cost/Hour
Architectural - Principal	\$140
Senior Architect	\$125
Architect I	\$115
Architect II	\$90
Architect Intern	\$80
Senior Landscape Architect I	\$115
Senior Landscape Architect II	\$100
Landscape Architect I	\$85
Landscape Architect II	\$70
Intern Landscape Architect	\$60
Draftsperson I	\$95
Draftsperson II	\$80
Administrative I	\$65
Professional Structural Engineer	\$120
Electrical Engineer – Principal	\$150
Professional Engineer	\$125
CAD/Revit Technician	\$75
Civil Engineer - Principal	\$175-250
Project Manager	\$135-230
Project Engineer/PE	\$95-165
Project Designer/EIT	\$75-125
Planner, PLS	\$125-135
Surveyor	\$105-150
2 Man Survey Crew	\$160-200
3 Man Survey Crew	\$200-300
Survey Technician	\$65-85

Construction Observer	\$60-95
Engineer Technician	\$60-85
Drafter, CAD	\$70-80
Admin/Clerical Support	\$40-85

For the purposes of this agreement, principals are as follows:

Joe Bob (ABC Consulting)
Chris Smith (ABC Surveying)
Sarah Goodall (AAA Geotech)

4.2 REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the DESIGN PROFESSIONAL and the DESIGN PROFESSIONAL'S employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs.

4.2.1 Reimbursable expenses for authorized out-of-town travel by private vehicle will be reimbursed at the rate established by the Idaho State Board of Examiners and in effect at the time the travel occurred, lodging at cost not to exceed \$100 per day and meals at cost not to exceed \$49 per day per person. Travel by air and/or rental car (if authorized) will be reimbursed at cost verified by receipt. Reimbursable expenses for out of state travel will be agreed to prior to travel and meal reimbursable will not exceed \$50 per day per person. For the purposes of this agreement travel between the DESIGN PROFESSIONAL'S office or the DESIGN PROFESSIONAL'S consultants' offices and the project site is not considered out of town travel.

Expected Site Visits:

Design Development/Construction Doc: 2 visits

Bidding: Pre-bid Meeting

Construction: Monthly, Preconstruction Meeting, Substantial Completion, Final Completion

4.2.2 Expense of reproductions of plans and specifications for bidding purposes are reimbursable at cost, or if printed in-house at the rate of \$.10 per square foot as measured by sheet size for plans and at the rate of \$.05 per page for specifications. Duplexing of specifications is highly encouraged. Postage and/or shipping charges of these documents for bidding purposes will be reimbursed at cost.

4.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

4.3.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 1. OWNER payment forms shall be submitted in one (1) original. Payments shall become due and payable within forty-five (45) days from date of receipt by the OWNER.

4.3.2 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended by more than ninety (90) days through no fault of the DESIGN PROFESSIONAL, compensation for any Basic Services required during extended period

of Administration of the Construction Contract shall be computed as set forth in Paragraph 13.2.1 for Additional Services.

4.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

4.4.1 Payments on account of the DESIGN PROFESSIONAL'S Additional Services, as defined in Paragraph 1.8, and for Reimbursable Expenses, as defined in Article 4, shall be made monthly upon presentation of the DESIGN PROFESSIONAL'S statement of services rendered or expenses incurred. Itemized statements including employee hours worked, rates, and invoices shall be submitted in addition to the payment form. A summary sheet shall be included with items totaled.

4.5 PAYMENTS WITHHELD

4.5.1 No deductions shall be made from the DESIGN PROFESSIONAL'S compensation on account of liquidated damages or other sums withheld from payments to Contractors.

4.5.2 The OWNER may withhold a reasonable retainage from the DESIGN PROFESSIONAL'S compensation when the OWNER has reason to believe the OWNER has been damaged by errors and/or omissions of the DESIGN PROFESSIONAL. If such a retainage is withheld, the OWNER shall so notify the DESIGN PROFESSIONAL in writing.

4.6 ACCOUNTING RECORDS

4.6.1 Records of reimbursable expenses and expenses pertaining to Additional Services shall be kept on the basis of generally accepted accounting principles and shall be available to the OWNER or the OWNER'S authorized representative with each pay request.

ARTICLE 5 TERMINATION

5.1 If the Project is suspended or abandoned in whole or in part for more than six (6) months, the DESIGN PROFESSIONAL shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due. If the Project is resumed after being suspended for more than six (6) months, the DESIGN PROFESSIONAL'S compensation shall be equitably adjusted.

5.2 This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

5.3 This Agreement may be terminated by the OWNER upon at least seven (7) days' written notice to the DESIGN PROFESSIONAL in the event that the Project is permanently abandoned.

5.4 In the event of termination, not the fault of the DESIGN PROFESSIONAL, the DESIGN PROFESSIONAL shall be compensated for all services performed to the termination date, together with reimbursable expenses then due.

5.5 The OWNER may terminate this Agreement for convenience at any time upon thirty (30) day's written notice. Upon such termination for convenience, the sole obligation of the OWNER shall be to pay for work satisfactorily completed to the date of termination. In the event that OWNER terminates the Agreement for default under Article 5.2 and it is later determined, either by mutual agreement or in a legal proceeding, that there was no default, the termination shall be deemed a termination for convenience.

ARTICLE 6 SUCCESSORS AND ASSIGNS

6.1 The OWNER and the DESIGN PROFESSIONAL, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the OWNER nor the DESIGN PROFESSIONAL shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 7 PREPARATION, OWNERSHIP AND USE OF DOCUMENTS

7.1 Except as provided in paragraph 7.2 drawings, specifications, and architectural calculations, as instruments of services, are and shall remain the property of the DESIGN PROFESSIONAL, whether the Project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible and electronic copies, of drawings, specifications and architectural calculations for information and reference in connection with the OWNER'S use and occupancy of the Project. The OWNER may utilize the drawings for reference as a basis for future renovations, remodels and additions and may use designs, concepts, details and similar features for the purpose of matching future construction with existing construction. The drawings, specifications and architectural calculations shall not be used by the OWNER on other projects, except by agreement in writing of the DESIGN PROFESSIONAL.

7.2 In the case of termination, for cause, of the DESIGN PROFESSIONAL'S services, the designs, drawings, specifications and architectural calculations, as progressed to the date of termination, shall become the property of the OWNER and will be made available to the OWNER and any successor architect for continuation of the Project. Any reuse by the OWNER or by third parties shall be at the sole risk of the OWNER.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the DESIGN PROFESSIONAL'S rights.

ARTICLE 8 DISPUTES AND REMEDIES

8.1 Any dispute concerning a question of fact arising under this contract shall be determined as provided by Idaho law.

ARTICLE 9 INSURANCE

9.1 DESIGN PROFESSIONAL shall maintain such comprehensive general liability insurance that it deems necessary and advisable to protect its interest and that of the State of Idaho. The State of Idaho will be named an additional insured on any general liability and property policies carried and required by this Agreement. The insurance afforded shall be primary insurance, and any insurance carried by the State of Idaho shall be excess and not contributory to that provided by the DESIGN PROFESSIONAL.

9.2 DESIGN PROFESSIONAL shall carry Worker's Compensation Insurance to cover obligations imposed by federal and state statutes covering all employees and employers' liability insurance with a minimum limit of \$1,000,000.

9.3 DESIGN PROFESSIONAL shall carry comprehensive auto liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to their owned, hired or non-owned vehicles, assigned to or used in the performance of the Work.

9.4 The DESIGN PROFESSIONAL shall provide professional liability insurance, unless waived in writing by the OWNER, in an amount no less than \$1,000,000 combined single limit. If liability insurance required by this section is obtained through a "claims made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Agreement. The DESIGN PROFESSIONAL must maintain such liability insurance for two (2) years from the date services are last provided under this Agreement. The DESIGN PROFESSIONAL shall be responsible to pay all premiums, deductibles and all costs not covered by such insurance.

9.5 Any insurance provided under this article shall be in the form of policies or contracts for insurance with insurers of good standing. Evidence of such insurance coverage or self-insurance shall be in the form of a certificate of insurance or statement of financial responsibility and shall include a provision that cancellation, refusal to renew the policy, or change in any material way the nature or extent of the coverage provided by such policy or policies will be ineffective without first giving the State thirty (30) calendar days written notice by certified, or registered mail, return receipt requested.

9.6 The DESIGN PROFESSIONAL shall indemnify, defend and save harmless the State of Idaho, Idaho Department of Parks and Recreation their officers, agents and employees from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the DESIGN PROFESSIONAL or the DESIGN PROFESSIONAL'S consultants caused by or arising out of the negligent performance, act or omission by the DESIGN PROFESSIONAL of any term of this contract.

9.7 All express representations, indemnifications or limitations of liability made in or given to this Agreement will survive the completion of all services of DESIGN PROFESSIONAL under this Agreement or the termination of this Agreement for any reason.

ARTICLE 10

EXTENT OF AGREEMENT

10.1 This Agreement represents the entire and integrated Agreement between the OWNER and the DESIGN PROFESSIONAL and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and DESIGN PROFESSIONAL.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of Idaho.

11.2 Defined terms in this Agreement shall have the same meaning as those in the current edition of the Idaho Department of Parks & Recreation, Fixed Price Construction Contract.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.

11.4 The OWNER and the DESIGN PROFESSIONAL waive all rights against each other and against the Contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the current edition of the Idaho Department of Parks & Recreation, Fixed Price Construction Contract, except that neither waves any right to seek to recover from the other deductibles or amounts required to be paid in self-insurance before such property coverage becomes effective. The OWNER and the DESIGN PROFESSIONAL each shall require appropriate similar waivers from their Contractors, consultants and agents.

11.5 The DESIGN PROFESSIONAL shall report to the OWNER the presence and location of any hazardous material which the DESIGN PROFESSIONAL notices or which an DESIGN PROFESSIONAL of similar skill and experience should have noticed. The DESIGN PROFESSIONAL agrees to exercise reasonable care and diligence during normal on-site observations, visits and investigations of the premises for potential or current health hazards.

11.5.1 Discovery of asbestos will be considered a changed condition and will be handled as an additional service or may be handled under a separate contract.

11.6 The DESIGN PROFESSIONAL shall comply with State of Idaho Executive Order 2009-10 and furthermore warrants that DESIGN PROFESSIONAL does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States. The DESIGN PROFESSIONAL agrees that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties not to exceed five percent (5%) of the total compensation for basic services, including any amendments, per violation and/or termination of this Agreement.

11.7 The DESIGN PROFESSIONAL will be required to comply with Federal Contract Provisions for Non-Federal Entity Contracts under Federal Awards, including Certification Regarding Lobbying and other provisions as required.

**ARTICLE 12
BUSINESS ORGANIZATION**

12.1 Knowing that the OWNER is relying upon the truth of these representations and warranties as an inducement to enter into this agreement, the DESIGN PROFESSIONAL represents and warrants to the OWNER as follows:

1. The DESIGN PROFESSIONAL is organized as a ???
2. The name and address of the DESIGN PROFESSIONAL is ????
3. Partners/Corporate Officers: ???

**ARTICLE 13
BASIS OF COMPENSATION**

The OWNER shall compensate the DESIGN PROFESSIONAL for the Scope of Services provided, in accordance with Article 4, Compensation and Payments, and the other Terms and Conditions of this Agreement, as follows:

13.1 BASIC COMPENSATION

13.1.1 THE TOTAL COMPENSATION FOR BASIC SERVICES shall be a fixed fee in the amount of \$00000.

The DESIGN PROFESSIONAL shall be compensated in the following portions:

Design Development	\$
Schematic Design	\$
Design Development	\$
Construction Documents	\$
Bidding	\$
Construction	\$
Survey – Consultant	\$

13.2 COMPENSATION FOR ADDITIONAL SERVICES

13.2.1 FOR ADDITIONAL SERVICES OF THE DESIGN PROFESSIONAL, as described in Paragraph 1.8 including Additional Services of consultants, Compensation shall be computed by multiplying the actual hours involved times the hourly rates listed in Article 4.

13.3 REIMBURSABLE EXPENSES

13.3.1 FOR REIMBURSABLE EXPENSES as described in ARTICLE 4, and any other authorized Reimbursable Expenses, the amounts expended by the DESIGN PROFESSIONAL and the DESIGN PROFESSIONAL'S employees and consultants in the interest of the Project.

13.4 The OWNER and the DESIGN PROFESSIONAL agree in accordance with the Terms and Conditions of this Agreement that:

13.4.1 If the scope of the Project or the DESIGN PROFESSIONAL'S Services is changed, the DESIGN PROFESSIONAL and OWNER shall establish compensation prior to commencing Work.

13.4.2 If the services covered by this Agreement (exclusive of the construction warranty period) have not been completed within *twelve* (12) months of the date hereof, through no fault of the DESIGN PROFESSIONAL, the amounts of compensation and rates set forth herein shall be subject to renegotiation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

DESIGN PROFESSIONAL:

State Of Idaho
Idaho Department of Parks & Recreation
Boise, Idaho

By: _____
Melanie Schuster, Dev Bureau Chief

By: _____
TAX ID _____