

STATE OF IDAHO
TRANSPORTATION DEPARTMENT



**POWELL MAINTENANCE BUILDING REPLACEMENT
ARCHITECT AS LEAD DESIGN SERVICES**

REQUEST FOR STATEMENT OF QUALIFICATIONS FM22212

CLOSES May 26, 2022 @ 2:30:00 P.M. MT

**REQUEST FOR STATEMENT OF QUALIFICATIONS
AND
INSTRUCTIONS**

The Idaho Transportation Department [ITD] is soliciting Statement of Qualifications for a Design Team with an Architectural Firm as a lead and all of the respective Engineering Services to design and manage the replacement of the Maintenance Building in Powell, Idaho to complete the project on-time, within budget, and as planned according to Idaho Code 67-2320.

STATEMENT OF QUALIFICATIONS DEADLINE AND DELIVERY REQUIREMENTS

Statement of Qualifications must be received by the Idaho Transportation Department at 3293 Jordan Street, Boise, Idaho, 83703 before 2:30:00 PM (MT), May 26, 2022. The Idaho Transportation Department is not responsible for lost or undelivered Statement of Qualifications or for failure of the United States Postal Service or the Idaho State Capital Mall Central Mail Room to deliver Statement of Qualifications to the Idaho Transportation Department by the deadline. **Late Statement of Qualifications will not be accepted. Faxed Statement of Qualifications will not be accepted.**

Delivery Address:

Idaho Transportation Department
ATTN: Megan Vaudrin
3293 Jordan Street
Boise, ID 83707

Statements of Qualifications are to be mailed in a sealed package and are to be marked in the lower left hand corner with the following information:

Statement of Qualifications for:	FM22212 - Powell A&E Services
Request for Qualifications Close:	5/26/2022 before 2:30:00 P.M. (MT)

A Statement of Qualifications submitted using “Express/Overnight” services must be shipped in a separate sealed inner package identified as stated above and enclosed inside the “Express/Overnight” shipping package.

QUESTIONS

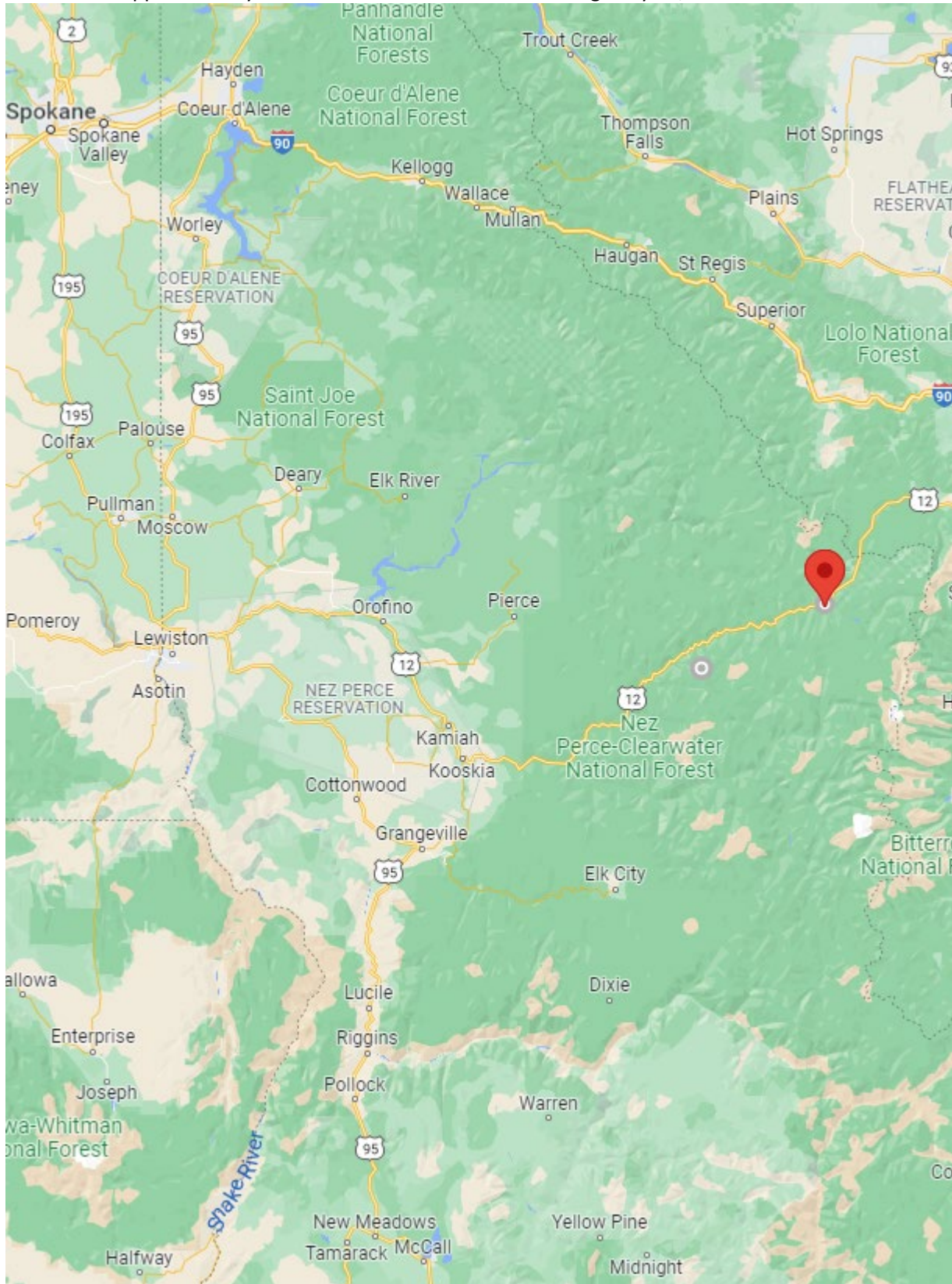
Further information is available by contacting Megan Vaudrin, Contracting Officer, at (208) 334-8606 or by email at megan.vaudrin@itd.idaho.gov.

Administrative Information

ITB Title:	Powell A&E Services
ITB Project Description:	Powell Maintenance Building Replacement: Architect as a Lead Design Services
ITB Lead:	Megan Vaudrin, Facilities Management Contracting Officer Idaho Transportation Department 3293 Jordan St. Boise, Idaho 83703 E-mail: megan.vaudrin@itd.idaho.gov Phone: (208) 334-8606
Submit sealed bid: BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY ITD PRIOR TO THE CLOSING DATE AND TIME.	Address for Couriers/Physical Address 3293 Jordan St. Boise, Idaho 83703 Mailing Address PO Box 7129 Boise, Idaho 83707
Deadline To Receive Questions:	4:00 p.m. (MT) on May 17, 2022
RFSOQ Closing Date:	2:30:00 p.m. (MT) on May 26, 2022
RFSOQ Review Period:	3:00 p.m. (MT) on June 16, 2022

LOCATION MAP FOR THE POWELL FACILITY YARD

Approximately 88 miles East of Cooskia on State Highway 12, Mile Post 162.8.



SCOPE OF SERVICES

ITD is requesting proposals for complete design services including observation during construction.

A total project budget of approximately \$3,500,000 has been established to include fees, reimbursables, contingencies, and tests.

A relatively complete construction cost estimate will be required following the Schematic Design Phase and must be updated at each additional phase.

The Design Professional and consultants shall be licensed to practice in the State of Idaho for their specific disciplines.

The Design Professional will be responsible for programming, schematic design, design development, construction documents, approvals by the authorities having jurisdiction, bidding, construction administration, and project closeout.

This property is located on Forest Service land and will require compliance with all federal regulations.

The Design Professional will be required to manage all documents and present to ITD during and at completion of the project.

Documents may include, but are not limited to, meeting minutes, sketches, diagrams, programming analysis, photographs relevant to the project, drawings, project manual, schedules, cost estimates, etc.

The Design Professional will be required to meet monthly with the Project Manager for the purpose of providing a verbal and written report regarding the previous month's progress.

Such monthly meetings will show funds expended in the completion of the project and specific accomplishments related to the completion of the project.

The Design Professional shall keep in mind that during all phases, code compliance, energy efficiency, and building maintenance concerns should be incorporated into the design.

STATEMENT OF QUALIFICATIONS CONTENT AND FORMAT

It is essential that the Agency be able to easily match a vendor's response with this RFSOQ's requirements for information. This RFSOQ and its format should be incorporated into the actual response. Where asked, indicate compliance and/or note any exceptions to the requirements and provide responses to any questions that follow. The original and three (3) printed versions of the SOQ's must be submitted on 8½ by 11-inch paper in standard three-ring binders. Please include a thumb drive copy (in pdf, MS Word, or Rich Text Format) of your SOQ along with the printed copies. Foldouts for charts, tables, spreadsheets, and single-line diagrams are acceptable. Pre-printed materials, such as brochures or technical documents, may be included, but whenever possible should be placed within the three-ring binders. **Submittals not provided in the following format will complicate the evaluation and comparison process and may therefore be declared non-responsive.**

The Statement of Qualifications must be organized in sections containing the numbered sections below:

1. Cover Letter

2. Completed Company Profile (250 points)

Describe your firm's:

- History
- Size
- Resources
- Special expertise
- Volume of work
- Along with any other information that would be helpful to characterize the firm.

3. Team Member Qualifications (250 points)

Describe your team's:

- Describe the proposed roles and responsibilities of key personnel.
- Provide a professional resume for each key person
- Include an organization chart of the proposed project team.
- Special expertise (if applicable)

4. Project and Technical Approach (200 points)

- 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 how you provide leadership to facilitate teamwork and communication among all parties.
- Describe the firm's management approach to the project including approaches to quality, time, and cost estimation. Include your approach to gathering stakeholder input and acceptance.

5. Examples of Similar Work (200 points)

- Briefly describe other projects designed or executed by your firm that demonstrate relevant experience. Extensive descriptions of vaguely related projects are discouraged.
- List all projects for which you have performed similar work in the past three years; please also identify those performed for public agencies. For each project listed, include the name, title, address, phone number and email address of a person who may be contacted regarding your performance on the project. Projects listed for which your firm worked in an auxiliary capacity or in a venture or partnership should include the name, title, address, phone number, email address and a contact person of the lead firm.

6. Provide References according to Attachment 1 (50 points)

7. Additional Considerations (50 points)

- Clarity
- Completeness
- Quality of submission.

SELECTION PROCESS

A selection committee consisting of two (2) ITD District personnel and one (1) ITD Staff employee 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 the State. The initial ranking criteria will be weighted according to the criteria and points indicated in the previous section.

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

PROPOSAL GUIDELINES

1. The Idaho Transportation Department will not be liable for any costs incurred in the preparation and production of a proposal, or any work performed prior to the execution of a contract.
2. All proposals and other materials will become the property of the Idaho Transportation Department.
3. All information contained in this RFSOQ and acceptable provisions of the selected firm's response will be made a part of the executed agreement for services.
4. Upon request, the submitting firm shall submit additional information as requested by the Idaho Transportation Department.
5. The Idaho Transportation Department reserves the right to:
 - Waive any informalities or irregularities and reject any or all proposals received as a result of this RFSOQ
 - Select all or part of the respondent's proposal
 - Negotiate changes in the scope of work or services to be provided
 - Conduct investigations required to determine the submitting firm's performance record and ability to perform the assignments specified as a part of this RFSOQ
 - Negotiate separately with any source in a manner deemed to be in the best interests of the Agency
6. If, through any cause, the contracted firm shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the firm shall violate any covenants, terms, or conditions of the agreement, then the Agency can cancel the contract without prejudice by giving at least five (5) days prior written notice to the firm of such termination.

1. Name of firm, address, and telephone number of your firm's main office:

Firm _____
Address _____
City, State, Zip _____
Telephone _____
Email _____

2. Please check the appropriate box to identify the legal entity making this proposal.

Corporation Partnership Individual Joint Venture

3. If a joint venture, please attach a separate sheet identifying other firm(s) in association.

4. If yes to any of the following questions, please attach a separate sheet of explanations; state the project(s), date, owner and reason.

Has your firm or joint venture failed to accept a contract or to complete a contract awarded to you?

Yes No

Has your firm or joint venture under another or previous name failed to accept a contract or to complete a contract awarded to you?

Yes No

Has your firm or joint venture had a contract terminated or been given written notice or demand incident to a proposed contract termination?

Yes No

5. State the name, agent's name, address, telephone number of your current bonding company(s) and identify any other sureties used by your firm during the past five (5) years.

Name _____
Address _____
City, State, Zip _____
Telephone _____

6. State the name, agent's name address, and telephone number of your current insurance company(s) that provides or during the past five (5) years have provided coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Name _____
Address _____
City, State, Zip _____
Telephone _____

7. If yes to any of the following questions, provide complete explanation on a separate sheet.

Has you firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? If so, please state the company, date and reason.

Yes No

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation or arbitration?

Yes No

8. Name, title and signature of your firm's officer from No. 2 above who was responsible for the preparation of this form.

Name _____
Address _____
City, State, Zip _____
Telephone _____

9. Name of firm, address, and telephone number of your firm's main office:

Firm _____
 Address _____
 City, State, Zip _____
 Telephone _____
 Email _____

10. Please check the appropriate box to identify the legal entity making this proposal.
 Corporation Partnership Individual Joint Venture

11. If a joint venture, please attach a separate sheet identifying other firm(s) in association.

12. If yes to any of the following questions, please attach a separate sheet of explanations; state the project(s), date, owner and reason.

Has your firm or joint venture failed to accept a contract or to complete a contract awarded to you?
 Yes No

Has your firm or joint venture under another or previous name failed to accept a contract or to complete a contract awarded to you?
 Yes No

Has your firm or joint venture had a contract terminated or been given written notice or demand incident to a proposed contract termination?
 Yes No

13. State the name, agent's name, address, telephone number of your current bonding company(s) and identify any other sureties used by your firm during the past five (5) years.

Name _____
 Address _____
 City, State, Zip _____
 Telephone _____

14. State the name, agent's name address, and telephone number of your current insurance company(s) that provides or during the past five (5) years have provided coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Name _____
 Address _____
 City, State, Zip _____
 Telephone _____

15. If yes to any of the following questions, provide complete explanation on a separate sheet.

Has you firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? If so, please state the company, date and reason.
 Yes No

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation or arbitration?
 Yes No

16. Name, title and signature of your firm's officer from No. 2 above who was responsible for the preparation of this form.

Name _____
 Address _____
 City, State, Zip _____
 Telephone _____

ATTACHMENT 1
REFERENCES

INSTRUCTIONS TO THE OFFEROR:

Offerors are allowed three (3) completed reference questionnaires. The completed references questionnaires must be from individuals, companies, or agencies with knowledge of the offeror's experience that is similar in nature to the products or services being requested by this RFSOQ, and are within the last 3 years from the date this RFSOQ was released by the Idaho Transportation Department.

References not received prior to the RFSOQ Closing Date and time will receive a score of "0" for that reference. References outside the 3 years (see paragraph above), and references determined to be not of a similar nature to the products or services requested by this RFSOQ will also receive a score of zero (0) points. **Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information and any additional information provided by the reference.**

If more than three (3) qualifying references are received, the first three (3) fully completed references received will be used for evaluation purposes. References will be averaged.

1. Offers must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.

- a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
- b. Print the name of your company/organization on the "OFFEROR NAME" line.
- c. Enter the RFSOQ Closing date and time in Instruction 5 (see the INSTRUCTIONS block.)

2. Send the "Reference's Response To" document to your references to complete.

NOTE: It is the offeror's responsibility to follow up with their references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFSOQ Lead prior to the RFSOQ closing date to verify receipt of references.

REFERENCE QUESTIONNAIRE
RFSOQ Number: FM22212
RFSOQ Title: Powell A&E Services

REFERENCE NAME (Company/Organization): _____

OFFEROR (Vendor) NAME (Company/Organization): _____

has submitted a proposal to the Idaho Transportation Department. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:
RFSOQ Lead: Megan Vaudrin
Contract Officer
E-mail: megan.vaudrin@itd.idaho.gov
5. This completed document **MUST** be received no later than May 26, 2022 before 2:30:00 p.m. (Mountain Time). Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the State may contact references by phone for further clarification if necessary.

Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale	
Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the vendor’s services:

10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this vendor:

10 9 8 7 6 5 4 3 2 1 0

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor):*

10 9 8 7 6 5 4 3 2 1 0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

10 9 8 7 6 5 4 3 2 1 0

5. Rate the knowledge of the vendor’s assigned staff and their ability to accomplish duties as contracted:

10 9 8 7 6 5 4 3 2 1 0

6. Rate the accuracy and timeliness of the vendor’s billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

7. Rate the vendor’s ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the level of the vendor's communication with your organization:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

10. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

1. Please include a brief description of the Construction Management services provided by this vendor for your business:

2. During what time period did the vendor provide these services for your business?

Month:_____ Year:_____ to Month:_____ Year:_____

Section III. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

Signature of Reference

Date

Print Name

Title

Phone Number

E-mail address

ATTACHMENT 2

**DESIGN PROFESSIONAL SERVICES
SAMPLE AGREEMENT**

(FOR REFERENCE PURPOSES ONLY)



**IDAHO TRANSPORTATION DEPARTMENT
Professional Services Agreement**

ITD Contract No. **FMXXXXX** (A&E Services- **DX, Location**)

THIS AGREEMENT, made as of this ____ day of **Month** in the year of TWO THOUSAND TWENTY-TWO (2022) between THE STATE OF IDAHO, as represented by the Idaho Transportation Department (ITD), hereinafter referred to as the OWNER, and **FIRM NAME**, hereinafter referred to as the DESIGN PROFESSIONAL:

For the following project: **XXXXXXXXXXXXXXXXXXXXXX**.

Scope of project is **XXXXXXXXXXXXXXXXXXXXXX**.

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:

- Establish Project and operational goals.
- Collect all pertinent facts about the Project including, but not limited to, evaluation of existing building and existing systems or structures affecting the Project, state code and regulation review, cost parameters and Project schedule.
- Meet with agency staff (as necessary) to further identify areas needing correction and alteration.

- Conduct an analysis study to establish appropriateness and cost effectiveness of site development.
 - State the problem, as a summary of the significant conditions, and general direction the site development should take.
- 1.1.2 The DESIGN PROFESSIONAL shall submit to the OWNER, a statement of program feasibility, reconciling the site development requirements with estimated cost and available funding.
- 1.1.3 The DESIGN PROFESSIONAL shall submit two (2) copies 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, two (2) copies shall be submitted as final record documents.
- 1.1.4 Program Documents shall be completed within thirty *30 days* from receipt of survey from Civil Consultant.

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 and the Agency.
- 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.
- 1.2.4 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 along with a completed copy of ITD Utility / Site Checklist.
- 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 *thirty (30) 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:

- Drawings, to scale, showing building design, floor plans, typical equipment layout, building elevations and sections, and mechanical, electrical and structural plans as required along with outline specifications, sufficient in detail to fully describe the quantity and quality of the Work.
- Analyze the Project for the various building code issues, make preliminary contacts with the appropriate code officials, and provide a summary of the code review analysis.
- Review of documents with OWNER, Agency, and others as required, and make revision of documents as required.
- An updated construction cost estimate.

1.3.2 Design Development Documents shall be completed within **thirty (30)** days from the date of authorization to proceed with this phase. Provide **alpha (#)** sets to the OWNER for distribution and review.

1.3.3 The DESIGN PROFESSIONAL shall determine the need for and recommend the services of soils engineers, as deemed necessary by the DESIGN PROFESSIONAL, which services may include test borings, test pits, soil bearing values, ground water elevation determination, percolation tests, ground corrosion and resistivity tests, reports and appropriate professional recommendations.

1.3.4 The DESIGN PROFESSIONAL shall determine the need for a land survey of the site, including as applicable: grades and lines of pavements, adjoining property boundaries and contour of the site; locations, dimensions and data pertaining to existing buildings, other improvements; and information concerning available service and utility lines.

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:

- 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 **thirty (30)** days after authorization to proceed with this phase.

- Final plans shall be sent to the Idaho Transportation Department after the Agency has approved the documents. The DESIGN PROFESSIONAL shall provide the Idaho Transportation Department with a digital copy (PDF) of working drawings and specifications, plus such documents as required by the Division of Building Safety. The DESIGN PROFESSIONAL will distribute the documents to the Division of Building Safety. After review, if additions or corrections are required, the DESIGN PROFESSIONAL shall make such additions and corrections and a digital copy (PDF) shall be submitted for approval. Unless otherwise changed or amended Division of Building Safety submittal requirements shall include:
 - Building Bureau Plan Review Application showing ITD as agency requesting review and the ITD project manager as applicant.
 - Upload to the Division of Building Safety plan review website PDF (Portable Document Format) of the plans.
 - Upload to the Division of Building Safety plan review website PDF of the specifications.
 - Upload to the Division of Building Safety plan review website PDF of the structural calculations
- Upload to the Division of Building Safety plan review website PDF of the energy code compliance reports, soils reports or other documents not included in the above.

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:

- 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. Printing and distribution of drawings and specifications to bidders. (Cost of printing and postage is a reimbursable expense.)
- Review of submittals for approval of alternate methods and/or materials prior to the bid date.
- Issuing 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 ITD 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 attend, prepare an agenda, chair, take minutes and distribute minutes of the monthly meetings.
- 1.6.6 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.
- The DESIGN PROFESSIONAL and his consultants, when appropriate, shall make no less than **alpha (#) 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.
- 1.6.7 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.

- 1.6.8 The DESIGN PROFESSIONAL shall at all times have access to the Work wherever it is in preparation or progress.
- 1.6.9 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.
- 1.6.10 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.
- 1.6.11 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.
- 1.6.12 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.
- 1.6.13 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.
- 1.6.14 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.

The DESIGN PROFESSIONAL shall prepare 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.
- 1.6.16 The DESIGN PROFESSIONAL shall issue a statement of the Project's acceptance. 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 or greater generated documents showing the as constructed conditions. The DESIGN PROFESSIONAL shall also mark up and provide the OWNER with one (1) set of specifications showing materials used in the Project.
- 1.6.18 The DESIGN PROFESSIONAL with the OWNER shall conduct a site visit prior to expiration of the Contractor's one (1) year period for correction of Work regardless of final payment of compensation to the DESIGN PROFESSIONAL.

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 him by the OWNER, including but not limited to current edition of Division of Public Works – Instructions for Design Professionals 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**

- 1.8.1 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.
- 1.8.2 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
- 1.8.3 Providing coordination of Work performed by separate Contractors or by the OWNER'S own forces.
- 1.8.4 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.
- 1.8.5 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.
- 1.8.6 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.

- 1.8.7 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.
- 1.8.8 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.
- 1.8.9 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 pre-approved 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:

- Schematic Review by Agency and ITD Program Manager
- Design Development Review by ITD Program Manager
- Construction Document Review by ITD Program Manager
- 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 with the Agency.
- 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 Field Representative for regular observation of the Work during the Construction Phase, who will report his observations to the DESIGN PROFESSIONAL and the Project Manager.
- 2.7 The OWNER will make available existing building and 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.
 - 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 \$XXXXXX

**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 pre-approved Additional Services shall be as follows:

Person/Classification	Cost/Hour
Architectural – Principal	\$XX.XX
Project Architect	\$XX.XX
Architect-in-training	\$XX.XX
Designer	\$XX.XX

Clerical	\$XX.XX
Structural – Principal	\$XX.XX
Project Manager	\$XX.XX
Project Engineer	\$XX.XX
BIM Modeler	\$XX.XX
Clerical	\$XX.XX
Mechanical Engineer – Principal	\$XX.XX
Engineer	\$XX.XX
Designer	\$XX.XX
Clerical	\$XX.XX
Electrical Engineer – Principal	\$XX.XX
Project Engineer	\$XX.XX
Designer	\$XX.XX
Clerical	\$XX.XX

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

- XXXXX – Architect
- XXXXX - Structural
- XXXXX – Mechanical
- XXXXX – Electrical

4.2 REIMBURSABLE EXPENSES

- 4.2.1 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. **Reimbursable expenses shall not exceed \$XX.XX.**
- 4.2.2 Reimbursable expenses for pre-authorized out-of-town travel by private vehicle will be reimbursed at the mileage 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 \$45 per day per person, or at the meal rate established by the Idaho State Board of Examiners and in effect at the time the travel occurred. 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 mutually agreed to prior to travel.
- 4.2.3 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.
- 4.2.4 Expense of reproductions of plans and specifications when authorized by the OWNER for review purposes, for bidding purposes and for record documents 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 in accordance with Idaho Code 67-2302 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

5.1.1 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.

- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 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.
- 5.1.5 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 5.1.1 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 \$100,000.
- 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 \$500,000 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, Division of Public Works, Idaho Transportation Department, 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 Division of Public Works, 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 Division of Public Works, 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.

- 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.

**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 name and address of the DESIGN PROFESSIONAL is:

Name
Address

2. Corporate Officers:

List names of corporate officers here

3. The person executing this Agreement, by signing below, is duly authorized by the CONSULTANT to bind them to the terms of the Agreement.

**ARTICLE 13
BASIS OF COMPENSATION**

13.1 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:

13.1.1 BASIC COMPENSATION

THE TOTAL COMPENSATION FOR BASIC SERVICES shall be a fixed fee in the amount of XXXXXXXXX and XX/100 Dollars (\$XX.XX).

The DESIGN PROFESSIONAL shall be compensated in the following portions:

Schematic Design	\$XX.XX
Design Development	\$XX.XX
Construction Documents	\$XX.XX
Bidding	\$XX.XX
Construction	\$XX.XX
Closeout	\$XX.XX

13.2 ADDITIONAL COMPENSATION

- 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. All Additional Services shall be pre-approved by OWNER.
- 13.2.2 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.
- 13.2.3 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 Transportation Department Boise, Idaho

Name

By:

By:

Signature

Signature, Duly Authorized

Megan Vaudrin

Name _____

Facilities Management Contracting Officer

Title _____

TAX ID # **XX-XXXXXXX**