

## TERM AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the STATE OF IDAHO, acting by and through the Idaho Transportation Board, and the Idaho Transportation Department, whose address is 3311 West State Street, P.O. Box 7129, Boise, Idaho, 83707-1129, hereinafter called the "State," and >>, LLC, whose address is >>, hereinafter called the "Consultant."

**NOW, THEREFORE**, in consideration of the premises and the mutual promises of the parties hereinafter contained, the parties hereto mutually agree as follows:

### I. DEFINITION

The purpose of this Agreement is for the Consultant to be available to the State for the performance of services as the State may require. The State may or may not utilize the Consultant during the life of this Agreement, and assumes no obligation of any kind for expenses incurred by the Consultant should the Consultant not be utilized during the life of this Agreement. The maximum amount of work Consultant can perform under this Agreement is determined by Idaho Transportation Board Policy 4001. The current limit is \$1,500,000.

### II. DESCRIPTION OF WORK

The Consultant is pre-qualified to perform the following services under this Term Agreement. The category of service descriptions can be found at the following web site:

<http://itd.idaho.gov/business/?target=consultant-agreements>.

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### III. AGREEMENT ADMINISTRATION

This Term Agreement shall be administered by Andrea Aliev, Consultant Services, Idaho Transportation Department, PO Box 7129, Boise, ID 83707-1129; or an authorized representative. Individual Work Tasks under this Agreement will be assigned to a separate administrator.

### IV. ACTIVATING THE CONSULTANT

#### A. WORK TASK AGREEMENT

Should the State decide to utilize the Consultant under this Agreement, the Consultant will be notified by the State. The State will negotiate a written work task agreement with the Consultant. The work task agreement will outline the terms and conditions of performance and payment, and shall include, if applicable, current wage rates and approved overhead rates.

B. Work performed pursuant to this Agreement and the work task agreement shall be in conformance with Attachment 1 attached hereto and made a part of this Agreement:

Attachment No. 1 – Consultant Specifications which consist of the consultant agreement specifications applicable to all agreements.

- C. The Consultant will be required to maintain and update current certified wage rates, approved overhead rates and unit prices (if applicable), and provide any other information requested by the State.

V. TIME

The duration of this Term Agreement shall be two years, unless terminated as provided herein or extended by the State under current procedures. Those procedures can be viewed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

VI. BASIS OF PAYMENT

- A. Each work task agreement shall establish the maximum total compensation for the work performed on the work task. Payment will be in the form of lump sum payment, cost plus fixed fee, unit cost, etc.
- B. Compensation shall be mutually agreed upon based on negotiations, and in accordance with the approved hourly rates, overhead rates, and unit prices currently on file with the State.
- C. The Consultant may request, during the life of this Agreement, an adjustment to the rates currently on file with the State. Such adjustment, if approved, will be applied to all future work task agreements, and may, at the discretion of the State, be applied to any work task agreements then in effect.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands on the day and year in this Agreement first written above.

**STATE OF IDAHO**, acting by and through the  
**IDAHO TRANSPORTATION BOARD**

By: \_\_\_\_\_  
Division Administrator  
Highways Construction & Operations

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By: \_\_\_\_\_

Title: \_\_\_\_\_