



REQUEST FOR QUALIFICATIONS

2019 ON-CALL DESIGN PROFESSIONALS:

ARCHITECTS, LANDSCAPE ARCHITECTS,
ENGINEERS, AND PROFESSIONAL SURVEYORS

QUALIFICATIONS DUE: **MARCH 20, 2019** BY 3 P.M. local time

REQUEST FOR QUALIFICATIONS
On-Call Design Professionals and Professional Surveyors
(Architects, Landscape Architects, Engineers, and Land Surveyors)

Issue Date: February 20, 2019
Statement of Qualifications Due: **MARCH 20, 2019** by 3:00 p.m. local time

TO ALL APPLICANTS:

Capital City Development Corporation (CCDC), the urban renewal agency for the city of Boise, Idaho, is seeking Statements of Qualifications from architects, landscape architects, engineers, and land surveyors who are licensed in the State of Idaho pursuant to chapters 3, 12, and 30, title 54, Idaho Code.

In accordance with the Qualification Based Selection process outlined in Idaho Code § 67-2320, CCDC desires to engage competent and qualified professionals in five-year, non-exclusive, on-call professional services contracts. Selected Respondents are not guaranteed work nor compensation during the five-year term of these contracts.

BACKGROUND:

CCDC works to increase investment in the City through its own projects and public/private partnerships. CCDC focuses its efforts on economic development, infrastructure, place making, mobility, and special projects within five urban renewal districts. The agency works hand-in-hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

CCDC is engaged in a significant program of public improvements including an extensive system of streetscapes, major maintenance and replacement of building systems in its parking garages, creation of public spaces, and other capital projects. CCDC owns several buildings that require occasional maintenance and repair.

Each year CCDC creates a 5-year fiscally responsible Capital Improvement Plan as a predictable framework to collaborate with agency and community partners to achieve urban redevelopment goals and the long term vision for the city. The current 5-year plan has an estimated \$83 million dollars in investments planned for various projects and programs.

For additional information regarding CCDC, its impact on downtown Boise, and its many past and future projects, please visit the agency's website at www.ccdboise.com

CONTACT:

Kathy Wanner, Contracts Specialist
kwanner@ccdboise.com

SCOPE OF SERVICES

CCDC is seeking Statements of Qualifications that show significant experience working on projects in high density urban environments and that involve a variety of public agencies and/or public-private partnerships. Respondents selected through this RFQ process shall be well acquainted with the high-profile public process and the necessary steps of working projects through that process. The anticipated Scope of Services includes production of detailed, stamped, and signed construction drawings and/or land surveys for public works construction projects. Certain assignments may also include general design and other professional expertise. Services are typically requested well in advance but some assignments may require a rapid response.

Selected Respondents will have all personnel, materials, and equipment to perform and accurately record the work. Selected Respondents will have the technical knowledge and skills necessary to perform the work as well as current professional registration, licensure, and/or certification in the State of Idaho.

Compensation to Selected Respondents will be based on the types of personnel required for the work, the complexity of the work, the time required to complete the work, and the Selected Respondent's rates as negotiated and included in the professional services contract. For this RFQ, please do not submit rate schedules as they cannot be considered and will be discarded. Payment is typically based on hourly rates and reimbursable expenses.

By this RFQ, CCDC is not prequalifying teams of different professional disciplines – this RFQ is only to prequalify Respondents for eight (8) professional disciplines: Architecture, Landscape Architecture, Civil Engineering, Structural Engineering, Electrical engineering, Mechanical Engineering, Transportation Engineering, and Land Surveying. **Multi-discipline firms wishing to provide services in multiple disciplines must submit separate SOQs for each discipline for which they wish to be considered.**

Please review the following pages for information about each of the professional disciplines – each page includes past examples of projects, basic requirements needed by the Selected Respondents, and the desired relevant experience of Selected Respondents.

REQUIREMENTS SPECIFIC TO ARCHITECTURE

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sample of relevant project types from the current CIP that demonstrate the architecture services CCDC needs.

- Mixed-use parking garage design and construction.
- Existing parking garage major repairs, such as, exterior coatings, structural upgrades, LED lighting retrofit, signage update, elevator upgrades, HVAC and CO2 systems replacement, and fire sprinkler system replacement.
- Existing commercial or residential building upgrades such as code compliance, structural rehabilitation, and tenant improvements.
- Long-term access-controlled bike storage facility design and construction.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Architectural design and consultation.
- Providing architectural plans, stamped construction drawings, and specifications.
- Preparation of Division 01 General Requirements specifications.
- Management of sub-consultants and specialists, including the integration and quality review of sub-consultants' plans.
- Assisting with public bidding processes including preparation of addenda, meeting agendas, and minutes and conducting pre-bid meetings.
- Obtaining permits from Authorities Having Jurisdiction (AHJ).
- Serving as Owner's project manager for construction projects.
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in the economic growth of Boise and serves as a catalyst for the redevelopment of urban areas. Due to the complex nature of some of these projects, CCDC desires that its prequalified architects have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed projects within CCDC's jurisdiction where the Respondent was responsible for obtaining Design Review approvals, building permits, and right-of-way permits.
- Completed projects that exemplify sound urban design principles, contribute to the betterment of the public realm, and/or further Boise's mobility initiatives.
- Expertise in parking garage design and function, including elevator code and performance, ADA/Life Safety/ International Building Code, exterior coatings, and structural systems.
- Experience leading high profile public project processes, working with public agencies as a prime consultant with a sub-consultant team.

REQUIREMENTS SPECIFIC TO LANDSCAPE ARCHITECTURE

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sample of relevant project types from the current CIP that demonstrate the landscape architecture services CCDC needs.

- Streetscape improvement projects per the Downtown Boise Streetscape Standards.
- Right-of-way (full width) improvement projects per the NACTO Complete Street Guidelines, ACHD Livable Street Design Guide, and 'shared street' / 'festival street' configurations.
- Public space improvements such as plazas, pocket parks, urban parks, multimodal path systems, riverbank remediation, and recreation access facilities.
- Pedestrian-friendly alley design and construction.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Public space, site, and streetscape design and consultation.
- Management of sub-consultants and specialists, including integration and quality review of sub-consultants' plans.
- Preparation of site improvement, landscape, irrigation plans, stamped construction drawings, and specifications.
- Preparation of Division 01 General Requirements specifications.
- Regulatory code analysis specific to public right-of-way, universal accessibility, and transportation policy.
- Assisting with public bidding processes including preparation of addenda, meeting agendas, and minutes and conducting pre-bid meetings.
- Obtaining permits from Authorities Having Jurisdiction (AHJ).
- Serving as Owner's project manager for construction projects.
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in the development of public spaces in Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified landscape architects have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed projects within CCDC's jurisdiction that the Respondent was responsible for obtaining Design Review approvals, building permits, and right-of-way permits.
- Completed projects that exemplify sound urban design principles, contribute to the betterment of the public realm, and/or further Boise's mobility initiatives.
- Expertise in water-wise irrigation systems
- Expertise in and green storm water infrastructure systems, particularly suspended pavement systems.
- Experience leading high profile public project processes, working with public agencies as a prime consultant with a sub-consultant team.

REQUIREMENTS SPECIFIC TO CIVIL ENGINEERING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sample of relevant project types from the current CIP that demonstrate the civil engineering services CCDC needs.

- Streetscape improvement projects per the Downtown Boise Streetscape Standards
- Right-of-way (full width) improvement projects per the NACTO Complete Street Guidelines, ACHD Livable Street Design Guide, and 'shared street' / 'festival street' configurations
- Public space improvements such as plazas, pocket parks, urban parks, multimodal path systems, riverbank remediation and recreation access facilities
- Pedestrian alley design and construction
- Public utility relocation or improvement projects

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing and experience to deliver the services listed below.

- Public infrastructure and site engineering and consultation
- Management of sub-consultants and specialists, including integration and quality review of sub-consultants' plans including specialties such as surveying, geotech, exterior lighting, structural systems, and transportation
- Preparation of demolition, SWPPP, earthwork, storm water drainage, roads, site utilities, site walls and site feature plans, and stamped construction drawings and specifications
- Preparation of Division 01 General Requirements specifications
- Regulatory code analysis specific to public right-of-way, universal accessibility, and transportation policy
- Assisting with public bidding processes including preparation of addenda, meeting agendas and minutes and conducting pre-bid meetings
- Obtaining permits from Authorities Having Jurisdiction (AHJ)
- Serving as Owner's project manager for construction projects
- Providing construction administration services
- Attending or presenting in public meetings as CCDC's representative

DESIRED EXPERIENCE

CCDC plays an integral part in the development of public infrastructure in Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified civil engineers have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed projects within CCDC's jurisdiction that the Respondent was responsible for obtaining Design Review approvals, building permits, and right-of-way permits.
- Expertise in industrial/warehouse development standards, particularly associated with public infrastructure.
- Expertise in engineering and construction of green storm water infrastructure, particularly suspended pavement systems and vegetated infiltration systems.
- Experience leading high profile public project processes, working with public agencies as a prime consultant with a sub-consultant team.

REQUIREMENTS SPECIFIC TO STRUCTURAL ENGINEERING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sample of relevant project types from the current CIP that demonstrate the structural engineering services CCDC needs.

- Structural systems associated with public space and streetscape improvement projects, including subgrade vault or basement infill within the public right-of-way, foundations and footings, structural attachments for custom lighting or signage, and other as needed.
- Mixed-use parking garage structural system design and construction.
- Structural engineering associated with existing parking garage major repairs such as exterior coatings, structural upgrades, signage attachment, elevator upgrades, HVAC and CO2 system replacement, and fire sprinkler system replacement.
- Structural concrete rehabilitation projects.
- Existing commercial or residential building upgrades such as code compliance, structural rehabilitation, and tenant improvements.
- Long-term access-controlled bike storage facility design and construction.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Public infrastructure and public facilities structural engineering and consultation.
- Preparation and coordination of structural plans, stamped construction drawings and specifications.
- Regulatory code analysis specific to public right-of-way, public buildings, and universal accessibility.
- Assisting with public bidding processes including preparation of addenda.
- Obtaining permits and inspections from Authorities Having Jurisdiction (AHJ).
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in the parking system and public space improvements in downtown Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified structural engineers have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed concrete structural system rehabilitation projects, particularly in parking garages.
- Completed projects in the public right-of-way where existing sub-grade vaults or basements were infilled, particularly regarding historic buildings.

REQUIREMENTS SPECIFIC TO ELECTRICAL ENGINEERING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sample of relevant project types from the current CIP that demonstrate the electrical engineering services CCDC needs.

- Utility relocation projects, such as undergrounding overhead power lines.
- Exterior site lighting associated with public space and streetscape improvement projects.
- Mixed-use parking garage electrical system design and construction.
- Electrical engineering associated with existing parking garage major repairs, such as lighting upgrades, signage upgrades, elevator upgrades, HVAC and CO2 systems replacement, fire sprinkler system replacement, and automated gate system repair.
- Existing commercial or residential building upgrades such as code compliance and tenant improvements.
- Long-term access-controlled bike storage facility design and construction.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Public infrastructure and public facilities electrical engineering and consultation.
- Preparation and coordination of electrical plans, stamped construction drawings, and specifications.
- Regulatory code analysis specific to public right-of-way, public buildings, and municipal lighting.
- Assisting with public bidding processes including preparation of addenda.
- Obtaining permits and inspections from Authorities Having Jurisdiction (AHJ).
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in the parking system and public space improvements in downtown Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified electrical engineers have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed projects that exemplify collaboration and good standing relationships with Idaho Power Corporation.
- Completed projects undergrounding utilities in urban environments containing a high amount of underground utility conflicts, particularly in alleys and narrow right-of-ways.
- Expertise in exterior lighting efficiency and dark sky compliant lighting system design.
- Experience leading high profile public project processes, working with public agencies as a prime consultant.

REQUIREMENTS SPECIFIC TO MECHANICAL ENGINEERING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan is developed yearly. The following is a sampling of the most relevant types of future projects that demonstrate the mechanical engineering services CCDC needs.

- Mixed-use parking garage mechanical systems design and construction.
- Mechanical engineering associated with existing parking garage major repairs such as elevator upgrades, HVAC and CO2 systems replacement, and fire sprinkler system replacement.
- Existing commercial or residential building upgrades such as code compliance and tenant improvements.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Public facilities mechanical engineering and consultation.
- Preparation and coordination of mechanical plans, stamped construction drawings, and specifications.
- Regulatory code analysis specific to public buildings, including geothermal systems.
- Assisting with public bidding processes including preparation of addenda.
- Obtaining permits and inspections from Authorities Having Jurisdiction (AHJ).
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in the parking system and public space improvements in downtown Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified mechanical engineers have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed City of Boise geothermal expansion or rehabilitation projects.
- Completed parking garage projects that include new or retrofit HVAC and/or CO2 systems.
- Expertise in fire sprinkler/suppression systems
- Experience with irrigation systems requiring indoor components, collaboration on connections and system design

REQUIREMENTS SPECIFIC TO TRANSPORTATION ENGINEERING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sampling of the most relevant types of future projects that demonstrate the transportation engineering services CCDC needs.

- Streetscape improvement projects that require lane reconfiguration.
- Right-of-way (full width) improvement projects per the NACTO Complete Street Guidelines, ACHD Livable Street Design Guide, and 'shared street' / 'festival street' configurations.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Transportation planning, engineering, and consultation.
- Preparation of signage, signalization, and striping plans as well as stamped construction drawings and specifications.
- Preparation of Division 01 General Requirements specifications.
- Regulatory code analysis specific to public right-of-way, universal accessibility, and local transportation policy.
- Assisting with public bidding processes including preparation of addenda, meeting agendas and minutes, and conducting pre-bid meetings.
- Obtaining permits from Authorities Having Jurisdiction (AHJ).
- Serving as Owner's project manager for construction projects.
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

DESIRED EXPERIENCE

CCDC plays an integral part in public street and public space improvements in downtown Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified transportation engineers have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed projects within CCDC's jurisdiction that the Respondent was responsible for obtaining Design Review approvals, building permits, and right-of-way permits.
- Expertise in industrial/warehouse development standards, particularly associated with transportation.
- Expertise in pedestrian and bicycle facilities and experience successfully implementing non-typical facilities within ACHD right-of-way.
- Experience leading high profile public project processes, working with public agencies as a prime consultant.

REQUIREMENTS SPECIFIC TO LAND SURVEYING

CCDC's mission is to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. In order to fulfill this mission, a Five Year Capital Improvements Plan (CIP) is developed yearly. The following is a sampling of the most relevant types of future projects that demonstrate the land surveying services CCDC needs.

- Public space improvements such as streetscapes, plazas, pocket parks, urban parks, multimodal path systems, pedestrian alleys, riverbank remediation, and recreation access facilities requiring topographic survey for construction purposes.
- Public utility relocation or right-of-way improvement projects requiring topographic survey for construction purposes.
- Legal descriptions and depictions for real estate transactions.

BASIC REQUIREMENTS

Respondents desiring to be selected must clearly demonstrate that they have the education, training, licensing, and experience to deliver the services listed below.

- Determination of property lines including location of easements, topography, property improvements, and other property information based on field surveying.
- Obtaining Legal records, title reports and historical evidence.
- Preparing records of survey and legal descriptions meeting legal standards.
- Performing cadastral, construction layout, control, and other types of surveys.
- Establishing boundaries to establish/satisfy ownership.
- Analyzing and utilizing land survey data; providing research for legal documents.
- Providing associated services such as mapping, related data accumulation, and other similar services as needed by CCDC.

DESIRED EXPERIENCE

CCDC plays an integral part in public street and public space improvements in downtown Boise. Due to the complex and urban nature of these projects, CCDC desires that its prequalified land surveyors have the following types of experience. Respondents that demonstrate this type of experience will receive higher evaluation scores.

- Completed construction projects within CCDC's jurisdiction that utilized Respondent's topographic and construction surveying services.
- Experience conducting fieldwork in a downtown environment, including positive coordination with city and county compliance officers, as well as high safety standards.
- Expertise in new and innovative imagery/data collection technologies.

GENERAL CONDITIONS OF THIS RFQ

2.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to obtain submissions from licensed architects, landscape architects, engineers, and land surveyors in order to create an on-call list of Selected Respondents. Each Respondent selected for the list will sign an On-Call Professional Services Agreement for the specific discipline and for a five-year service term. *A sample agreement is attached to this RFQ.* CCDC may then engage Selected Respondents through individual task orders throughout the service term. The On-Call Professional Services Agreements does not guarantee CCDC will request services from the Selected Respondents and does not preclude CCDC from issuing separate RFQs for any particular project.

2.2 Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the submittals received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, to reject all submittals, and to accept the submittal(s) that are in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of submittals does not obligate CCDC to select a firm nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

2.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. The Public Records Act contains certain exemptions – one of which that is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If any Respondent claims any part of a submittal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Respondent’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

2.4 Insurance

Prior to executing a professional services agreement with CCDC, the Selected Respondents will be required to provide evidence of the coverages listed below and pay all costs associated with insurance coverage. Insurance policies or certificates of insurance will name CCDC as the named insured, and the Selected Respondents will maintain these minimum insurance coverages for the duration of the contract:

- a. Professional Liability insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate policy limit of One Million Dollars (\$1,000,000.00).
- b. Commercial General Liability insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000.00) on an occurrence basis (not claims-made basis).
- c. Worker's Compensation Insurance in an amount required by statute and Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, for all the company's employees to be engaged in work under the contract.

Selected Respondents using design professionals as subconsultants will be required to obtain evidence that subconsultants have obtained the same minimum insurance coverages as is required above.

SUBMISSION PROCESS

3.1 Anticipated RFQ Schedule

Schedule of Events (subject to change)	All times are given in local Boise time
RFQ Issued	February 20, 2019
Inquiry Deadline	March 6, 2019
Final Addendum (if needed) Issued	March 13, 2019
RFQ Due Date and Time	March 20, 2019 by 3:00 p.m.
CCDC Board Selection and Award	May 13, 2019
Notification of Selected Firms	May 13, 2019

3.2 Statement of Qualification Information

A unique and separate Statement of Qualifications (SOQ) must be submitted for each discipline for which you wish to be considered. SOQs shall be received no later than the advertised due date at the office of Capital City Development Corporation, Attn: Kathy Wanner, Contracts Specialist, 121 N 9th Street, Suite 501, Boise, Idaho 83702. SOQs received after the deadline will not be considered. The SOQs shall be submitted in a sealed package clearly labeled with the following:

REQUEST FOR QUALIFICATIONS

On Call Design Professionals and Professional Surveyors

Proposer Firm Name: *(fill in your firm name)*

Profession/Discipline: *(fill in the discipline name)*

Late, unsigned, or incomplete submissions will not be accepted. Email or fax submissions will not be accepted.

PROPOSAL DEADLINE is 3:00 p.m. local time, March 20, 2019

Respondent assumes full responsibility for the timely delivery of its submittal package to CCDC. Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of CCDC and will not be returned.

3.3 Forms to be Submitted

Respondents must submit the following completed forms by the due date and time:

- RFQ Submittal Cover Sheet – Attached to this RFQ as Exhibit A
- RFQ Waiver and Release – Attached to this RFQ as Exhibit B
- ONE (1) signed original proposal
- FOUR (4) printed copies of the proposal
- a digital (PDF) version of the entire proposal on *either* one (1) flash drive or one (1) compact disk.

Failure to submit all requested information may render any submittal unresponsive.

3.4 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Respondent will be available to all other Respondents if such information is necessary for purposes of submitting an SOQ or if failure to give such information would be prejudicial to uninformed Respondents. It is the Respondent's responsibility to check for addenda prior to submitting the SOQ. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

3.5 Modification or Withdrawal of Submittal

A submittal may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFQ. After the submission deadline, the submittal shall remain in effect for a minimum of 90 days for evaluation purposes.

REQUIRED CONTENT, EVALUATION, AND SELECTION

4.1 Required SOQ Submission Format

To be considered responsive to this RFQ and to facilitate evaluations, SOQ's shall be organized per the outline given below. The submittal should be clear and concise, with an emphasis placed on specific desired experience and qualifications of the people who will actually perform the services. SOQ's font size must be 11 point, or greater. CCDDC does not require nor desire elaborate brochures and other representations beyond that which is sufficient to present the information requested in this RFQ.

SOQ outline to follow:

- A. RFQ Submittal Cover Sheet (Exhibit A)
- B. RFQ Waiver and Release (Exhibit B)
- C. Signed Letter of Interest (Cover Letter) One page, double sided, maximum limit.
- D. Detailed Proposal

Evidence of Firm's Ability to Perform Services.

LIMIT OF 12 PAGES, DOUBLE SIDED. The 12-page maximum limit does not include the RFQ Submittal Cover Sheet, RFQ Waiver and Release Form, Letter of Interest (cover letter), tabs, or appendices. Detailed Proposal must be organized with the following information:

ORGANIZATION QUALIFICATIONS

Outline your organization's experience on the scope of work required for the appropriate discipline, including firm's (or specific department's) history, size, resources, philosophy of service, typical volume of work, and project management techniques and methods.

Include an itemized description of how your firm meets the Basic Requirements outlined in the Scope of Services section for the discipline which you are submitting.

PERSONNEL QUALIFICATIONS

Describe the personnel and project team you are proposing most likely to supply on-call services to CCDDC.

Include an organization chart of proposed staff. Include each staff member's professional licenses, certifications, office location, and years of employment at Respondent's firm.

Describe how your project team works with clients, sub consultants, AHJs, and contractors.

Describe how your team performs stakeholder engagement at each of these typical project stages: concept design, permitting, and construction.

PROJECT EXPERIENCE

Submit up to five (5) projects and include a detailed description explaining how the project exemplifies this RFQ’s Basic Requirements and Desired Experience (refer to this RFQ’s Scope of Services section for further information). At least two (2) projects should be from public agency clients other than CCDC. Include information that demonstrates schedule and budget compliance.

E. Appendix

1. Resumes: Provide resumes of key personnel that will work directly with or on CCDC projects. Resumes shall not exceed 2 pages per person.
2. References: Provide a minimum of three (3) references from projects included in the Detailed Proposal. References must be from different projects. For each reference provide:
 - Company / Agency, name of person (currently employed by entity), current title and title during project interface
 - Phone and valid e-mail contact information
 - Clearly identify which project(s) included in the “Detailed Proposal” that the Reference was involved with;
 - Identify Reference’s role(s) and duties in the project(s).

4.2 Evaluation Criteria

The following criteria will be the basis on which SOQ’s will be evaluated.

RFQ Submittal Cover Sheet (Exhibit A)	<u>Pass/Fail</u>
RFQ Waiver and Release (Exhibit B)	<u>Pass/Fail</u>
Signed Letter of Interest / Introduction	<u>Pass/Fail</u>
Detailed Proposal	<u>Point System</u>
Organization’s Qualifications	50 points
Personnel Qualifications	50 points
Project Experience	50 points

4.3 Evaluation of Respondent

In determining the best qualified proposals, CCDC will consider all acceptable proposals on a basis consistent with this RFQ. SOQ’s will be evaluated based on the responses and qualifications submitted. CCDC will create an Evaluation Team to evaluate the SOQ’s and provide recommendations to the CCDC Board of Commissioners. CCDC has not pre-determined the number of Respondents which the Evaluation Panel will recommend or the CCDC Board will select for the preapproved lists. Before a Respondent is selected, CCDC may conduct reference investigations. CCDC may or may not conduct interviews in order to evaluate the performance record, the ability of the Respondent to perform the work, and the quality of the service being offered. By submitting an SOQ, the Respondent authorizes CCDC to conduct reference investigations and interviews as needed where the Respondents will be evaluated based on the information described in this RFQ.

4.4 Qualification Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. CCDC staff will recommend to the CCDC Board of Commissioners which Respondents should be selected for the preapproved list for each design profession included in this RFQ. Final selection is made by the CCDC Board of Commissioners.

It is the Respondent's responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Respondents in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Respondent to meet applicable requirements.

CCDC will not pay costs incurred by Respondents in responding to this RFQ. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.

4.5 QUESTIONS

Direct questions to: Kathy Wanner, CCDC Contracts Specialist
(208) 384-4264 or kwanner@ccdcb Boise.com

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: Sample On-Call Professional Services Agreement

END of RFQ

EXHIBIT A

**SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)**

RFQ: ON CALL DESIGN PROFESSIONALS AND LAND SURVEYORS

TO: Capital City Development Corporation
Attn: Kathy Wanner, Contracts Specialist
121 N. 9th Street, Suite 501
Boise, Idaho 83702

This SOQ is for the following discipline: *(Check only one. You must prepare and submit a separate SOQ for each discipline.)*

_____ Architecture	_____ Landscape Architecture	_____ Civil Engineering
_____ Structural Engineering	_____ Mechanical Engineering	_____ Electrical Engineering
_____ Traffic Engineering	_____ Land Survey	

As of the submission date, Respondent should have at least one employee licensed in the State of Idaho and available to CCDC for each discipline for which Respondent is responding.

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Company officer responsible to CCDC for services contemplated by this RFQ:

SIGNATURE: **X** _____

Print Name and Title: _____

EXHIBIT B

REQUIRED WAIVER & RELEASE
(REQUIRED FOR SUBMISSION)

The undersigned has read this release and fully accepts the Capital City Development Corporation's ("CCDC") discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualifications based selection process in response to the Request for Qualifications (RFQ) for Licensed Design Professionals & Professional Surveyors to establish a list of preapproved firms to supply on call consultant services to CCDC.

A. Discretion of CCDC: The firm or individual submitting a response to the this RFQ ("Respondent") agrees that CCDC has the right, in its sole discretion and judgment for whatever reason it deems appropriate to, at any time unless contrary to applicable state law to:

- 1) Modify or suspend any and all aspects of the process seeking responses and making any decisions concerning the Licensed Professional Services RFQ.
- 2) Obtain further information from any person, entity, or group, including, but not limited to any Respondent, and to ascertain the depth of Respondent's capability and experience for supplying on call professional services by licensed architects, landscape architects, engineers and professional surveyors described in the Licensed Professional Services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
- 3) Waive any formalities or defects as to form, procedure, or content with respect to CCDC's Licensed Professional Services and any response by any Respondent thereto;
- 4) Accept or reject any sealed Submission received in response to the RFQ, including any sealed Submission submitted by the undersigned; or select any one Submission over another in accordance with the selection criteria; and
- 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of Submission.

B. Non-Liability of CCDC

- 1) The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
- 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

SIGNATURE: **X** _____

Print Name and Title: _____

Name of Firm: _____

Date: _____

EXHIBIT C

SAMPLE ON CALL AGREEMENT
(8 pages)



[NAME OF FIRM]

2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made by and between Capital City Development Corporation, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho (“CCDC”) and [NAME OF FIRM], [Form of Organization] (“CONSULTANT”). (individually referred to as “Party” and collectively as the “Parties”), who agree as follows:

PURPOSE AND INTENT

CCDC has an ongoing need for nonexclusive on-call consultant services related to the [nature of services].

1. **SCOPE OF SERVICES.** CONSULTANT shall perform services for CCDC as described in Exhibit A, attached hereto by this reference (“Scope of Services” or “Scope”). Typical services expected under this Agreement include [describe services].

Requests for services shall be authorized through written task orders as described in Section 2. below. Issuance of a written and signed Task Order by CCDC shall serve as a notice to proceed unless otherwise stated in the Task Order. CONSULTANT shall begin performing services only after receipt of a written Task Order.

CCDC has retained CONSULTANT to provide services on a non-exclusive, on-call basis. CCDC reserves the right to seek services from other consultants through any procedure deemed to be in the best interests of CCDC and in compliance with any applicable law, rule, or regulation. CONSULTANT acknowledges that this agreement is non-exclusive and that CCDC is not warranting that it will issue any Task Orders to CONSULTANT during the term of the Agreement. Concurrently with this Agreement, CCDC may enter into on-call agreements with other consultants that provide similar or identical services. The Parties acknowledge and understand that nothing in this Agreement precludes CONSULTANT from responding to any Requests for Qualifications or Proposals for any additional services or work products contemplated by CCDC.

2. **TASK ORDERS.** Services to be performed under this Agreement shall commence upon CCDC issuing a signed Task Order to CONSULTANT for services and/or work product. The Task Order shall include a complete description of the particular services or work products to be provided by CONSULTANT and set a not-to-exceed limit for CONSULTANT charges. The Task Order shall specify the schedule for completion and deliverables and shall specify whether payment to CONSULTANT shall be based on time and expenses, a fixed sum, or an alternative method. Issuance of a Task Order signed by CCDC shall serve as a notice to proceed unless otherwise stated in the Task Order.

If an alternative method of payment is specified, the Task Order shall also state the method of payment to be used for services or work products completed to date if the contract is terminated by CCDC in accordance with Section 19.

3. AMOUNT AND METHOD OF PAYMENT.

- (a) Method of Payment. CCDC agrees to pay CONSULTANT for services rendered under this Agreement based on the method of payment specified in the Task Order. If a Task Order uses hourly rates as the method of payment, hourly rates shall not exceed [hourly rate] or [the rate schedule below:] or [the rate schedule as shown in Exhibit XX]. CONSULTANT may request an adjustment in hourly rates during the term of this contract. Any adjustment in hourly rates shall be approved by CCDC in writing.
- (b) Reimbursable Expenses. Reimbursable expenses may include general out-of-pocket expenses such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC at the actual cost to CONSULTANT with no mark-up. The Task Order shall specify if reimbursable expenses are included in or in addition to any not-to-exceed limit set for CONSULTANT charges.
- (c) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for an individual Task Order issued under this Agreement. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment shall be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
- (d) Invoices. For each Task Order using time and reimbursable expenses as a basis of payment, CONSULTANT shall provide time and expense records to CCDC with monthly invoices submitted to CCDC for payment. Monthly invoices shall be submitted to CCDC, 121 N 9th Street, Suite 501, Boise, Idaho 83702 or via email to accounting@ccdcoise.com. Regardless of the Method of Payment, each invoice shall be in a format acceptable to CCDC, shall specify charges as they relate to the tasks in the Task Order, and shall clearly include the purchase order number (PO#) assigned to each Task Order. Each invoice also shall specify current billing, previous payments made to date, and total of costs incurred.
- (e) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of proper invoice, subject to Sections 3(f) and 19.
- (f) Correcting Deficiencies. If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as CCDC may reasonably determine, CCDC shall notify CONSULTANT in writing and identify specific deficiencies in the service or work product that do not meet the requirements. CONSULTANT shall have seven (7) working days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the CCDC's written notice. If CCDC again reasonably determines that a

service or work product fails to meet the requirements, CCDC may withhold payment until deficiencies have been corrected to CCDC's reasonable satisfaction or may terminate this Agreement as set forth in Section 19.

4. **RIGHT OF CONTROL.** CCDC agrees that it will have no right to control or direct the details, manner, or means by which CONSULTANT accomplishes the results of the services performed hereunder. CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that its other contracts and services shall not interfere with the performance of its services under this Agreement. CCDC agrees to coordinate project schedules between CONSULTANT and other consultants that are part of a project team as necessary.

5. **INDEPENDENT CONSULTANT RELATIONSHIP.** CONSULTANT is an independent CONSULTANT and is not an employee, servant, agent, partner, or joint venturer of CCDC. CCDC shall determine the services and work products to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the services and work products specified by CCDC. This Agreement shall not be construed to create any employer-employee relationship between CCDC and CONSULTANT.

6. **DISCRIMINATION PROHIBITED.** In performing the services required herein, CONSULTANT shall not discriminate against any person on the basis of race, color, religion, ancestry, age, sex, sexual orientation, gender identity/expression, national origin, or disability. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination or suspension of the Agreement by CCDC, in whole or in part, and may result in ineligibility to perform additional services for CCDC.

7. **LICENSES AND LAW.** CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. CONSULTANT further agrees to comply with all applicable laws, ordinances, and codes of Federal, State, and local governments in the performance of the services hereunder.

8. **ACCESS TO RECORDS AND AUDITS.** CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by CCDC representatives for three (3) years after final payment. Copies shall be made available upon request.

9. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** No federal, state, or local income taxes, nor payroll taxes of any kind, shall be withheld and paid by CCDC on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

10. **FRINGE BENEFITS.** Because CONSULTANT is engaged in its own independently established business, CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of CCDC.

11. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES.** CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

12. **PROPRIETARY RIGHTS.** With the exception of computer models created by CONSULTANT, all other data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement, whether finished or not finished, shall become the property of CCDC, shall be forwarded to CCDC at its request, and may be used by CCDC as it sees fit. CCDC agrees that if it uses products prepared by CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONSULTANT harmless therefore.

13. **CONFIDENTIALITY.**

- (a) CONSULTANT agrees to maintain confidentiality of all work products produced under this Agreement including both interim and draft materials, reports, maps, graphics, tables, memoranda, and other documents unless and until CCDC signifies its written approval that a work product may be published as final work product. CCDC reserves the right to distribute a final work product as it sees fit, provided that CONSULTANT may use copies of any final work product in the marketing of its firm. CONSULTANT may use interim and draft work products in the marketing of its firm only upon written authorization from CCDC.
- (b) CONSULTANT agrees that any property owner names and addresses received from CCDC shall only be used on behalf of CCDC and shall not be used to create, distribute or sell mailing lists as provided in Idaho State Code § 74-120. CONSULTANT further agrees to maintain confidentiality of property owner names and addresses received for any purpose and shall not use property owner names and addresses in any work product produced for CCDC except as authorized by CCDC.

14. **SUBCONSULTANTS.** CONSULTANT may propose to CCDC the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the services. CCDC shall have the right to approve the use of SUBCONSULTANTS and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any services by SUBCONSULTANTS, and such approval shall be in writing. CCDC shall also determine whether the selection of SUBCONSULTANTS should be made through any required selection process or through a selection process CCDC deems in its best interest. CCDC shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by CCDC in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by CCDC in writing. CCDC shall have no liability to SUBCONSULTANTS; CONSULTANT shall be responsible for services performed or work product produced by the SUBCONSULTANTS and for payment to SUBCONSULTANTS.

15. **COORDINATION WITH OTHER CONSULTANTS.** CONSULTANT recognizes that CCDC has or may enter into agreements with other consultants. Upon request, CONSULTANT agrees to coordinate with and work in conjunction with other Consultants when the need arises.

16. **STANDARD OF CARE.** CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by marketing and communications firms practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of any services or work products performed under this Agreement.

CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by CCDC, except in such circumstances that CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable, or incomplete. CONSULTANT shall provide prompt notice to CCDC if CONSULTANT becomes aware of any errors, omissions, or inconsistencies in such information.

17. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend, and hold harmless CCDC and its officers, directors, members, agents, and employees from and against all claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the work, but only to the extent caused by negligent or intentional acts or omissions of CONSULTANT, its SUBCONSULTANTS, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. In case any action or proceeding is brought against CCDC or its officers, directors, members, agents, or employees by reason of or arising out of CONSULTANT's negligence or intentionally wrongful acts during the performance of this Agreement, CONSULTANT shall, upon written notice from CCDC and at CONSULTANT's expense, resist or defend such action or proceeding.

18. **INSURANCE.** Prior to commencing any services under this Agreement, CONSULTANT shall obtain at its sole cost and expense and thereafter maintain, for the duration of this Agreement, at least the minimum insurance coverages set forth below:

- (a) Worker's compensation insurance as required by applicable law or regulation;
- (b) Employer's liability insurance as required by applicable law or regulation;
- (c) Commercial general liability insurance covering all operations by or on behalf of CONSULTANT with minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for both personal injury and property damage. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONSULTANT's negligence during the performance of this Agreement;
- (d) Professional liability insurance with minimum limits of liability of \$1,000,000 per occurrence and \$1,000,000 aggregate;

All insurance required in this Agreement shall be occurrence-based coverage and shall be obtained from companies which are authorized to do business in Idaho. CONSULTANT shall provide to CCDC proof of insurance coverage as set forth above before commencing any

services under this Agreement. CONSULTANT shall require its insurer to notify CCDC at least ten (10) days prior to cancellation of CONSULTANT's insurance policy or policies.

19. **TERMINATION OF AGREEMENT.**

- (a) **FOR CAUSE.** If, through any cause, the CONSULTANT shall fail to fulfill its obligations in compliance with the schedule reflected in a Task Order under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, CCDC shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.
- (b) **FOR CONVENIENCE OF CCDC.** CCDC may terminate this Agreement at any time, for any reason, by giving at least a fifteen (15) day notice in writing to the CONSULTANT. If this Agreement is terminated by CCDC as provided herein, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.
- (c) **PROVISION OF WORK PRODUCTS AT TERMINATION.** CONSULTANT shall provide CCDC all work products generated prior to date of termination, whether for cause or for convenience, within ten (10) days of termination. All work products generated, whether complete or not, are the property of CCDC, as set forth in Section 12 of this Agreement.

20. **DISPUTES.** In the event that a dispute arises between CCDC and the CONSULTANT regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

21. **ATTORNEY FEES.** In the event of any controversy, claim, or action being filed or instituted between the Parties hereto to enforce the terms and conditions of this Agreement or arising from the breach of any provision thereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses including reasonable attorneys' fees through all levels of action. The prevailing Party will be that Party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreements from the other Party in settlement of claims asserted by or against that Party. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

22. **NONWAIVER.** Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

23. **NOTICES.** Any and all notices required to be given in writing by either of the Parties hereto shall be deemed communicated when delivered in person, by courier, or three (3) days after being mailed in the United States mail, certified, return receipt requested, addressed as follows:

To CCDC:
John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264
Email

To CONSULTANT:
Consultant's Project Manager
Consultant Name
Address
City / State / Zip
Telephone #
Email

Telephone numbers and E-mail addresses are for convenience and not to be used for notices required to be in writing. Either Party may, by written notice, change its address, telephone number, or E-mail address listed above.

24. **GENERAL ADMINISTRATION AND MANAGEMENT.** The Executive Director of CCDC or his/her designee shall be CCDC's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required of CCDC under this Agreement.

25. **TERM OF AGREEMENT.** This Agreement shall begin on the date when both parties have signed the Agreement (last date signed) and shall expire on September 30, 2024. CONSULTANT shall begin performing services only after receipt of a written Task Order.

26. **ENTIRE AGREEMENT.** This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement covers services or work products CONSULTANT has not completed, but does not cover services or work products that have been completed and for which CCDC has paid CONSULTANT'S fee.

27. **AMENDMENTS.** This Agreement may be amended only in writing, upon mutual agreement of both CCDC and CONSULTANT.

28. **ASSIGNMENT.** It is expressly agreed and understood by the Parties hereto, that CONSULTANT shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CCDC.

29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Such counterparts shall be deemed to be original instruments. Counterparts together shall constitute one (1) agreement.

30. **GOVERNING LAW.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

31. **SEVERABILITY.** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement shall nevertheless remain in full force and effect.

32. **SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.

33. **THIRD PARTY BENEFICIARIES.** CCDC and CONSULTANT are the only Parties to this Agreement. The Parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Agreement with an effective date as of the last date written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT

Name of Consultant

John Brunelle, Executive Director

Name & Title of Contract Signer

Date: _____

Date: _____

EXHIBITS

- A. Scope of Services [Scope of Services will vary according to selected discipline]