



REQUEST FOR QUALIFICATIONS

2024 - 2029 ON-CALL DESIGN PROFESSIONALS:

ARCHITECTS, LANDSCAPE ARCHITECTS
AND ENGINEERS

QUALIFICATIONS DUE: **APRIL 22, 2024** BY 3 P.M. local time

REQUEST FOR QUALIFICATIONS

On-Call Design Professionals

(Architects, Landscape Architects, and Engineers)

Issue Date: March 22, 2024
Statement of Qualifications Due: April 22, 2024 by 3:00 p.m. local time

To all Respondents:

Capital City Development Corporation (CCDC), the urban renewal agency for Boise City, Idaho, is seeking Statements of Qualifications from architects, landscape architects, and engineers 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 (October 1, 2024 – September 30, 2029). 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 [six urban renewal districts](#). The agency works hand-in hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

As Boise's redevelopment agency, CCDC catalyzes investment in the City through its own capital projects and public-private partnerships. CCDC focuses its work on economic development, infrastructure improvements such as streetscape construction, place making projects including public art installation and the design and construction of public spaces, and mobility-related projects such as bike and public transportation infrastructure as well as ongoing maintenance of public parking garages. CCDC is an independent agency, separate from the City of Boise, but works together with local partner organizations and companies to redevelop underutilized properties and make improvements that benefit the public.

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 professional design services are relevant to the various future projects and programs planned each year.

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.ccdcboise.com.

CONTACT:

Kathy Wanner, Contracts Manager
kwanner@ccdcoise.com

SCOPE OF SERVICES

CCDC is seeking Statements of Qualifications that show significant experience working on projects in high density urban environments, transit corridors and underdeveloped areas, which involve a variety of public agencies and/or public-private partnerships. Respondents selected through this RFQ shall be well acquainted with the high-profile public process and the necessary steps of working projects through it. The anticipated Scope of Services includes production of detailed, stamped, and signed construction drawings for public works construction projects. Certain assignments may also include general design and other professional expertise. Services are typically requested well in advance, though 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 professional disciplines: Architecture, Landscape Architecture, Civil Engineering, and Structural Engineering.

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

The following is a sample of relevant project types that demonstrate the architecture services CCDC may require.

- Mixed-use parking garage consultation, design, and construction.
- Urban design and master planning.
- Facility analysis.
- 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, including assistance with preparation of Division 1 general requirements.
- 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 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 transportation, and 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

The following is a sample of relevant project types that demonstrate the landscape architecture services CCDC needs.

- Streetscape improvement projects per the City of 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.
- Urban design and master planning

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 master plans, illustrative renderings, site improvement plans, landscape and irrigation plans, stamped construction drawings, and specifications, including assistance with preparation of Division 1 general requirements.
- 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 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

The following is a sample of relevant project types that demonstrate the civil engineering services CCDC needs.

- Streetscape improvement projects per the City of 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
- Streetscape improvement projects.
- Public space improvements such as plazas, pocket parks, urban parks, multimodal path systems, riverbank remediation and recreation access facilities
- 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.
- Transportation planning, engineering, and consultation.
- Management of sub-consultants and specialists, including integration and quality review of sub-consultants' plans including specialties such as surveying, geotechnical, exterior lighting, structural systems, traffic, 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 traffic signal, and signage and striping plans as well as stamped construction drawings and specifications, including assistance with preparation of Division 1 general requirements.
- 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 and expertise. 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 City of Boise Design Review approval, ACHD Development Review, and any necessary building permits.
- Expertise in pedestrian and bicycle facilities, including multi-use pathways, and experience successfully implementing non-typical facilities within ACHD right-of-way.

- Expertise focused on roadway design, streetscape design, stormwater design, signage and pavement marking design, traffic signal design (includes pedestrian crossing infrastructure), temporary traffic control plans and phasing plans, transit infrastructure and transit facility design, and utility coordination.
- Expertise in traffic engineering, including performing studies and conducting analyses involving traffic modelling and forecasting.
- 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

The following is a sample of relevant project types that demonstrate the structural engineering services CCDC may require.

- 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 in parking garages.
- 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.
- 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, analysis, and consultation.
- Preparation and coordination of structural plans stamped construction drawings and specifications, including assistance with preparation of Division 1 general requirements.
- Management of sub-consultants and specialists, including integration and quality review of sub-consultants' plans.
- 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 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.
- Expertise in performing structural assessments, particularly in parking garages.
- Completed projects in the public right-of-way where existing below grade vaults or basements were infilled or need to be modified, particularly regarding historic buildings.

GENERAL CONDITIONS OF THIS RFQ

2.1 Intent of RFQ

It is the intent of CCDC to administer a Qualification Based Selection process to obtain submissions from licensed architects, landscape architects, and engineers 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 Agreement 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.
- d. Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

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	March 22, 2024
Inquiry Deadline	April 5, 2024
Final Addendum (if needed) Issued	April 9, 2024
RFQ Due Date and Time	April 22, 2024, by 3:00 p.m.
CCDC Board Selection and Award	June 10, 2024
Notification of Selected Firms	June 11, 2024

3.2 Submittal Information

A unique and separate Statement of Qualifications (SOQ) must be submitted for each discipline for which you wish to be considered.

Please follow these instructions for submitting an SOQ.

SUBMITTAL DEADLINE is 3:00 p.m. local time, April 22, 2024

SOQ must be submitted electronically by email to: bids@ccdcoise.com

Please include this subject line on the email:

“RFQ SUBMITTAL: *Your Firm Name* - 2024 On Call Professional Design Services”

All required submittal documents must be signed and dated and must be submitted by email either in one PDF or a separate PDF of each required document. Late or incomplete submittals will not be accepted; CCDC takes no responsibility for submittals received after the Submittal Deadline or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all documents via the email process. 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 PDF proposal

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, SOQs shall be organized per the outline given below. The submittal should be clear and concise, with an emphasis placed on the specific desired experience and qualifications of the people who will actually perform the services. SOQ's font size must be 11 point, or greater. CCDC does not require nor desire elaborate brochures and other representations beyond that which is sufficient to present the information requested in this RFQ. Do not include website links or QR codes to provide required information.

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, maximum limit.
- D. Detailed Proposal

Evidence of Firm's Ability to Perform Services.

LIMIT OF 24 PAGES. The 24-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 CCDC.

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 SOQs 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. SOQs will be evaluated based on the responses and qualifications submitted. CCDC will create an Evaluation Team to evaluate the SOQs 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 Manager
(208) 384-4264 or kwanner@ccdcoise.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

TO: Capital City Development Corporation
Attn: Kathy Wanner, Contracts Manager
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

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 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 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 Design 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, and engineers described in the Licensed Design 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 Design 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 have 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
(15 pages)



[NAME OF FIRM]

2024-2029 ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of Boise City, also known as Capital City Development Corporation, an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code (“CCDC”), and FIRM, an Idaho [ORGANIZATION TYPE] (“CONSULTANT”). CCDC and CONSULTANT may hereinafter collectively be referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. CCDC has an ongoing need for nonexclusive on-call professional services related to [nature of services] to be defined by individual Task Orders which will set forth Specific Services, Time of Performance, and Payment.
- B. On DATE, CCDC issued a Request for Qualifications (“RFQ”) for [NAME OF PROJECT OR TYPE OF SERVICES]. On DATE, the CCDC Board of Commissioners adopted Resolution No. XXXX selecting and pre-approving CONSULTANT as one of several firms to provide these services for a period of five (5) years.
- C. CONSULTANT is specially licensed, trained, experienced, and competent to perform such services and has agreed to provide such services under the terms and conditions described herein.
- D. CCDC desires to retain CONSULTANT to provide professional services on a non-exclusive, on-call basis. As a public agency, CCDC reserves all rights 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.
- E. 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.
- F. 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 or any other public agency.

CONSULTANT NAME

2024-2029 ON-CALL PROFESSIONAL SERVICES AGREEMENT

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NOW, THEREFORE, in consideration of the above Recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

- 1. SCOPE OF SERVICES.** Upon execution of this On-Call Agreement and any associated Task Orders, CONSULTANT shall perform and furnish to CCDC all services listed in any corresponding Task Order(s) incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties.
- 2. EFFECTIVE DATE.** The effective date of this Agreement (“Effective Date”) shall be the date on which this Agreement was signed by the last of the Parties to execute it.
- 3. TERM OF AGREEMENT.** This Agreement shall begin on the Effective Date and shall expire on **September 30, 2029**.
- 4. TASK ORDERS.** Services to be performed under this Agreement shall commence upon CCDC issuing a written Task Order for services and/or work product. Services shall be performed at the CONSULTANT’S place of business unless otherwise specified. The form of the Task Order shall be similar to Exhibit B (attached) and 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 the amount and method of payment to CONSULTANT. Issuance of a Task Order signed by CCDC shall serve as a notice to proceed unless otherwise stated in the Task Order.
- 5. 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.
 - (b) Hourly rates. CONSULTANT shall perform services at the hourly rates set forth in the rates schedule attached as **EXHIBIT A**. 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.
 - (c) 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.
 - (d) 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 must be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.

- (e) Invoices. Monthly invoices shall be submitted to CCDC at the address for Notification listed herein or by email to accounting@ccdcboise.com. Each invoice shall be in a format acceptable to CCDC and shall specify charges as they relate to the tasks of the Task Order and the assigned purchase order number (PO#). Each invoice also shall specify current billing and previous payments, with a total of costs incurred and payments made to date. For Task Orders using time and reimbursable expenses as a basis for payment, CONSULTANT shall provide time and expense records to CCDC with monthly invoices submitted for payment.
- (f) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of invoice, subject to Correction of Deficiencies, herein set forth, and Termination provisions set forth below. Disputes of any invoiced amounts must be sent to CONSULTANT in writing within five (5) business days of billing.

6. CONSULTANT RESPONSIBILITIES. CONSULTANT assumes all responsibility for production and delivery of all materials and services detailed in this Agreement and Task Orders, whether or not the CONSULTANT is the manufacturer or producer of the materials or services. CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services specified in the Task Orders. Further, CONSULTANT will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of items selected.

7. CONSULTANT WARRANTY. CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary to perform the services under this Agreement. CONSULTANT warrants that its services under this Agreement shall be performed in a professional manner consistent with the professional skill and care ordinarily provided by **[NATURE OF SERVICES]** professionals practicing in the same or similar locality under the same or similar circumstances. In the event of nonconformity, to the extent the professional standard of care for design professionals has not been met, and without limitation upon any other remedy, CCDC shall have no financial obligation in regard to the nonconforming goods or services. This right is not to the exclusion of any other right that CCDC has in law or equity. Without limiting the foregoing, CONSULTANT recognizes its obligation to work with CCDC to correct any errors resulting from its negligence.

8. CONSULTANT RELIANCE. 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.

9. 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 ten (10) business 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 the services 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 for cause as set forth in this Agreement.

10. 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 the services outlined by this Agreement. CCDC agrees to coordinate project schedules, respective commencements, and deadlines with CONSULTANT as needed.

11. PROPRIETARY RIGHTS. All documents, reports, and any other data developed by CONSULTANT for CCDC in the performance of 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 therefrom.

12. CONFIDENTIALITY. The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information and, without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: a.) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); b.) is under the obligation to be disclosed pursuant to the applicable laws or regulations or orders of the court or other government authorities; or c.) is required to be disclosed by any Party to its own officers, board members, legal counsels, or financial advisors regarding the transaction contemplated hereunder, provided that such officers, board members, legal counsels, or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

13. RELATIONSHIP OF PARTIES. CONSULTANT is an independent contractor and is not an officer, employee, servant, or agent 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 projects specified by CCDC. This Agreement shall not be construed to create any employer-employee relationship between CCDC and CONSULTANT. CONSULTANT shall not be entitled to any benefits provided by CCDC to employees.

14. FEDERAL, STATE, AND LOCAL PAYROLL TAXES. Neither 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.

15. DISCRIMINATION PROHIBITED. In performing the services required by this Agreement, CONSULTANT shall not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status. 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.

16. 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. Upon request, such records shall be available for review by CCDC representatives for three (3) years after final payment.

17. SUBCONSULTANTS. CONSULTANT may propose 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 and CONSULTANT shall be responsible for services performed or work product produced by the SUBCONSULTANTS and payment to SUBCONSULTANTS.

18. 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.

19. INDEMNIFICATION. CONSULTANT agrees to indemnify, defend, and hold harmless CCDC and its officers, agents, and employees from and against all claims, losses, actions, or judgments for damages or injury to persons or property, including attorney fees, arising from any acts or omissions of CONSULTANT, its employees, or subconsultants. In case any action or proceeding is brought against CCDC or its officers, agents, or employees by reason of acts or omissions of CONSULTANT, its employees, or subconsultants, CONSULTANT, upon written notice from CCDC, shall resist or defend such action or proceeding at CONSULTANT's expense.

20. INSURANCE. Prior to commencing services under this Agreement, CONSULTANT shall obtain at its sole cost and expense, and thereafter maintain for the term of this Agreement, at least the minimum insurance coverages set forth below. All insurance coverage shall be written on an occurrence basis and provided by a company or companies which are authorized to do business in Idaho. CONSULTANT shall provide to CCDC proof of insurance coverage before commencing its performance as herein provided, and shall require insurer to notify CCDC a minimum of ten (10) days prior to cancellation of said policy or policies.

- (a) Worker's compensation as required by applicable law or regulation. If worker's compensation insurance is not required under the circumstances, CONSULTANT shall provide proof to CCDC that such coverage is not required.
- (b) Employer's liability insurance in the minimum amount required by applicable law or regulation.
- (c) Commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. 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.
- (e) Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

21. **DEFAULT AND TERMINATION.**

- (a) FOR CAUSE. If through any cause CONSULTANT shall fail to perform any of the covenants or conditions of this Agreement or fails to fulfill its obligations in compliance with the schedule under this Agreement, and CONSULTANT does not cure such defects in performance within ten (10) days after receipt of written notice, CCDC shall thereupon have the right to terminate this Agreement. Upon termination for cause, CONSULTANT shall be paid an amount for the actual services satisfactorily performed in accordance with this Agreement through the default date. CONSULTANT shall provide CCDC all work products generated prior to date of termination.
- (b) TERMINATION FOR CONVENIENCE OF CCDC. CCDC may terminate this Agreement for its convenience at any time, for any reason, upon giving ten (10) business days written notice. If this Agreement is terminated by CCDC for convenience, CONSULTANT shall be paid an amount for the actual services satisfactorily performed to the date of termination. Consultant shall also provide CCDC all work products of consulting generated to date of termination. Notwithstanding any other provision in this Agreement, CCDC may terminate this Agreement immediately if CONSULTANT becomes insolvent or voluntarily or

involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of the CONSULTANT or if CONSULTANT makes an assignment for the benefit of creditors.

22. 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.

23. ATTORNEY FEES. Should any litigation be commenced between the Parties hereto concerning this Agreement and the services rendered hereunder, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

24. 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.

25. NOTICES. Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when delivered in person, by courier, or mailed in the United States mail, certified, return receipt requested, addresses as follows:

To CCDC:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
#208-384-4264
jbrunelle@ccdcb Boise.com

To CONSULTANT:

Company Head or Managing Partner
Company Name
Address
Address
#XXX-XXX-XXXX
Email address

Telephone numbers and e-mail addresses are for convenience and not to be used for

notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, mail, courier, e-mail, or fax. Either Party may, by written notice, change the contact information listed above.

26. 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.

27. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Agreement and will be strictly followed by the Parties.

28. 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 CCDC has paid CONSULTANT'S fee. All waivers of the provisions of this Agreement must be in writing and signed by the Parties.

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

30. 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.

31. 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.

32. 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.

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

34. 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.

35. 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.

36. ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION. In accordance with Idaho Code Section 67-2346, CONSULTANT, by entering into this Agreement, hereby certifies that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control. This provision does not apply to the following agreements: 1.) Those with a total potential dollar value of less than \$100,000; or 2.) Those with any Consultant or CONSULTANT having fewer than 10 employees.

37. CERTIFICATION REGARDING GOVERNMENT OF CHINA. In accordance with Idaho Code Section 67-2359, effective July 1, 2023, CONSULTANT, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.

END OF AGREEMENT | *Signatures appear on the following page.*

SAMPLE

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 HERE

John Brunelle, Executive Director

Name, Title

Date: _____

Date: _____

EXHIBITS

- A. CONSULTANT'S Hourly Rate Schedule
- B. Sample Task Order Form

SAMPLE

EXHIBIT A

Consultant's Schedule of Rates

SAMPLE

EXHIBIT B



SAMPLE TASK ORDER FOR CCDC USE ONLY
A Task Order will be drafted by CCDC and executed for each individual project.

[NAME OF FIRM]
2024-2029 ON-CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER [24-00(Sequential #)]

CONSULTANT: Use the Project Name and PO# xxxxxx number on all project-related invoices.

TO: [Consultant's Project Manager]
[Title]
[Firm Name] ("CONSULTANT")
[Address]
[Telephone #]
[Email Address]

FROM: [CCDC Project Manager]
[Title]
Capital City Development Corporation ("CCDC")
121 N. 9th Street, Suite 501
Boise, ID 83702
208-384-4264
[Email Address]

ORIGINAL AGREEMENT: 2024-2029 On-Call Professional Services ("Agreement")
AGREEMENT DATE: [Date]

TASK ORDER DATE: _____ [fill in after signed; use last date signed]
TASK ORDER AMOUNT: \$ [Amount]

1. **PROJECT NAME:** [NAME OF PROJECT]

2. **PROJECT DESCRIPTION**
CCDC desires to engage CONSULTANT to ...

3. **SERVICES TO BE PERFORMED**
CONSULTANT shall perform the services described in CONSULTANT's proposal dated [DATE], attached as Exhibit A ("Scope of Services" or "Scope"). CONSULTANT shall not incur charges for the Scope of Services in excess of the not-to-exceed amount for this Task Order without prior written approval from CCDC. CCDC's signature on this Task Order serves as a Notice to Proceed.

4. **SUBCONSULTANT(S)** *(if applicable)*

CONSULTANT intends to hire [name of subconsultant] as a subconsultant to assist with the performance of the Scope of Services. CCDC approves [name of subconsultant] (“SUBCONSULTANT”) as a subconsultant on this Task Order. Payment for SUBCONSULTANT’s services shall be as stated under Section 5 below.

- a) CCDC hereby approves the listed company (ies) as SUBCONSULTANTS to this Task Order. CONSULTANT shall require the SUBCONSULTANTS to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of the SUBCONSULTANTS shall be the CONSULTANT’S responsibility.
- (b) Prior to performance of services, SUBCONSULTANTS shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANTS have the following insurance coverages:
 - (1) SUBCONSULTANTS shall maintain in full force and effect worker’s compensation and employer’s liability insurance as required by applicable law or regulation.
 - (2) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. 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 each SUBCONSULTANT’S negligence during the performance of this Agreement.
 - (3) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.
- (c) CONSULTANT shall keep copies of the SUBCONSULTANTS’ insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

5. **PAYMENT**

- (a) Amount and Method of Payment. The total amount paid for this Task Order shall be an amount not to exceed [DOLLAR AMOUNT IN WORDS] (\$ amount in numbers). CCDC shall pay CONSULTANT for the Scope of Services performed under this Task Order based on hours expended on the Scope at the agreed upon hourly rate(s).

- (b) Reimbursable Expenses. Payment for reimbursable expenses shall be included in the not-to-exceed limit of [\$amount in numbers, if applicable].
- (c) Subconsultants. Payment to SUBCONSULTANT is included in the not-to-exceed amount of [\$amount in numbers] for this Task Order. CONSULTANT shall assume responsibility for the amount and schedule of payments to the SUBCONSULTANT.
- (d) Invoices. CONSULTANT shall submit monthly invoices to CCDC for payment. Monthly invoices shall be in a format acceptable to CCDC, and shall include the **PO# XXXXXX** on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice shall also specify current billing and previous payments, with a total of cost incurred and payments made to date.
- (e) 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 this Task Order.

6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of the Scope of Services, with such completion no later than [DATE].

7. DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall provide CCDC with ...

8. CONTRACT TERMS

Terms of the 2024-2029 On-Call Professional Services Agreement shall apply to the services performed and work products created under this Task Order.

End of Task Order | *Signatures appear on the following page.*

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Task Order as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
[NAME OF FIRM]

John Brunelle, Executive Director

NAME & TITLE OF CONTRACT SIGNER

Date: _____

Date: _____

EXHIBITS

- A: Consultant's Proposal dated <insert date>
- B: Hourly Rates; Reimbursable Expense Rates (*if applicable*)

SAMPLE

Budget Info / For Office Use	
Fund/District	
Account	
Activity Code	
PO #	
Completion Date	
Task Order Term	