

**CITY OF BOISE
PUBLIC WORKS
REQUEST FOR PROPOSAL**



**RFP 17-369
Miscellaneous Geotechnical Engineering
and Construction Material Testing and Inspection Services**

RFP 17-369

Misc. Geotechnical Engineering and Construction Material Testing and Inspection Services

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Misc. Geotechnical Engineering and Construction Material Testing and Inspection Services

INVITATION TO PROPOSE

July 11, 2017

Dear Proposer:

The City of Boise, Idaho will accept sealed PROPOSALS at the Purchasing Office, 150 N. Capitol Blvd., Boise, Idaho, 83702, until **July 26, 2017, 1:00 p.m.** Immediately thereafter, all proposals will be opened and publicly read in the presence of the Proposers at Boise City Hall.

Scope of Work: The City of Boise is requesting qualification proposals from qualified geotechnical engineering and construction material testing and inspection service firms. The anticipated services include geotechnical engineering and laboratory testing and analysis for such items as soil compaction, hillside stability, pavement restoration, pavement design and evaluation, site investigations, exploratory borings, construction support and monitoring, geohazards evaluation, settlement analysis, rebar inspection, concrete strength testing, building foundation design and testing, etc. Services may also involve planning, construction document preparation, services during construction, and other miscellaneous services. Services are to be provided as needed on a task order basis. The Contract will be administered by Public Works for use by all City Departments. The City anticipates awarding contracts to multiple firms that can supply both types of services in-house. The Contract with the selected firms from this RFP will be for one (1) year, with the possibility of three (3) annual renewals.

Professional fees will generally be less than \$25,000 per project. Services for projects of over \$25,000 in professional fees may be contracted for under this agreement, or may be contracted for under a separate RFP.

Proposals will be prepared per the specifications detailed within the Request for Proposal document. Bid/Proposal documents are available at no charge with registration through DemandStar (link provided on City Website). www.cityofboise.org or a CD copy can be picked up at the Purchasing Office of the City of Boise, 150 North Capitol Blvd., Boise, Idaho.

In determining the best qualified proposal, City staff will consider all acceptable proposals on a basis consistent with RFP requirements.

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received and to accept the proposal(s) that are in the best interest of the City. Boise City is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.

CITY OF BOISE, IDAHO

PROPOSAL INSTRUCTIONS AND INFORMATION

- The submission package or envelope **SHOULD BE SEALED** and **PLAINLY MARKED** with the following:

Boise City Purchasing Office

150 N Capitol Blvd

Boise, ID 83702

**RFP 17-369 Miscellaneous Geotechnical Engineering and
Construction Material Testing and Inspection Services**

- **Submit proposals to the Boise City Purchasing Office, 150 North Capitol Blvd., Boise, Idaho 83702.**

OR

- **E-Proposals:** Electronic Proposals submitted through DemandStar will also be accepted for this project. Proposals must be signed and submitted in same required format. Submit one (1) electronic copy if using E-Bidding. After uploading your bid/proposal, Bidder's are encouraged to verify the successful upload of the document.
- **Sign your electronic proposal. Proposals without written signature will not be accepted.**
- All E-Proposals must be submitted before the scheduled bid/proposal opening. In the event of a technology failure, the City reserves the right to accept all proposals submitted and electronically time stamped prior to bid/proposal opening. The City will require bid/proposal receipt document to be on file as proof of timely submission. Bidders are encouraged to confirm the successful upload of their bid/proposal document. The City will not accept proposals after the scheduled time for opening.
- The Owner is the City of Boise.
- **ALL PROPOSALS MUST BE SIGNED.**
- Additional sheets may be included if more room is needed for technical information, answers, and explanations.

GENERAL CONDITIONS

These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Request for Proposal

It is the intent of this proposal to describe the services being sought in sufficient detail to secure qualified proposals. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

1.2 Proposer's Costs

The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of the City and will not be returned.

1.3 Evaluation of Proposer

Before a contract will be awarded, the City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Boise employees, and may include citizens of the City.

1.4 Insurance

The Contractor will provide the insurance coverage designated hereinafter and pay all costs associated with the insurance coverage. Any submitted insurance policy, or certificate of insurance will name the City as a named insured (Attn: Purchasing), where appropriate, and such insurance policy or certificate of insurance will be kept and maintained in full force and effect at all times during the term or life of this contract. The insurance policy or certificate of insurance must be filed with Purchasing prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving thirty (30) days written notice thereof to the Contractor and the City, but the contractor may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with Purchasing.

In case of the breach of any provision of this article, the City, at its option, may take out and maintain at the expense of the Contractor, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this contract.

- a. Contractor's and Subcontractor's Insurance. The Contractor will not commence providing service under the contract until Contractor has obtained all the insurance required hereunder and such insurance has been reviewed by the City. Review of the insurance by the City will not relieve or decrease the liability of the Contractor hereunder.
- b. Compensation and Employer's Liability Insurance. The Contractor will maintain during the life of this contract, the statutory workers' compensation, in addition,

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employer's liability insurance in an amount not less than \$500,000 for each occurrence, for all of his employees to be engaged in work on the project under the contract, and, in case any such work is sublet, the Contractor will require the Subcontractor similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work.

The minimum limits of insurance described above will not be deemed a limitation of the Contractor's covenant to indemnify.

1.5 Reserved Rights

The City of Boise reserves the right to accept or reject proposals. The City may select a firm on the basis of the written proposal or may request oral presentations from the most highly rated firms under the evaluation criteria outlined above. The firm selected through this process as the best qualified will then be requested to negotiate a contract.

1.6 Public Records

The Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Bid or Proposal will be a public record subject to disclosure under the Public Records Act and will be available for inspection and copying by any person. The Public Records Act contains certain exemptions. One exemption potentially applicable to part of your response may be 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 you consider any element of your Bid or Proposal to be a trade secret, or otherwise protected from disclosure, you **must**:

- a. Indicate by marking **each page** of the pertinent document confidential; and,
- b. Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Bid or Proposal are not a trade secret.

The following is not acceptable or in accordance with the Public Records Act and **will not be honored**:

- a. Marking your entire Bid or Proposal as exempt; or,
- b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Act, the Bidder/Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. Any questions regarding the applicability of

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the Public Records Act should be addressed to your own legal counsel – **Prior to submission.**

1.7 Taxes

The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's Proposal pricing.

1.8 Request for Clarification, Protest of Proposal Requirements, Standards, Specs, or Process

Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification to the Department of Finance & Administration, to be received no later than noon, three (3) working days prior to the proposal opening date. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Finance & Administration Department may modify the proposal documents, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Proposer.

Written requests and protests are to be directed to:

Kathy Chase
City of Boise Purchasing
150 N. Capitol Blvd.
Fax 208-384-3995
kchase@cityofboise.org

1.9 Addenda to the RFP

If specifications are modified by the Purchasing Office, the modifications will be sent to each plan-holder in writing through DemandStar, by either fax or email. Verbal modifications are not binding on the City or the Proposer. No oral changes will be considered or acknowledged. Proposers are requested to acknowledge each addendum received in their Proposal.

1.10 Modification and Withdrawal of Proposal

A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

1.11 Proposal Questions

Questions and responses of any one Proposer, which the City of Boise deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The City of Boise may, by written notice to all respondents, cancel, postpone or amend the Request for Proposal (RFP) prior to the due date. If, in the opinion of the City of Boise, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. If revisions and amendments are not furnished

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to respondents prior to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.

1.12 Idaho’s Reciprocal Preference Law

To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid. See Idaho Code §67-2349.

Reciprocal Preference Information:

<http://www.oregon.gov/das/Procurement/Pages/Recippref.aspx>

1.13 Significant Local Economic Presence

City Council may exercise a preference for a proposer with a significant local and Idaho economic presence even if such proposer is not the selection committee’s highest ranked proposer. To qualify as a bidder with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the bid/proposal opening.

- **Metropolitan Impact Area:** Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem and Payette in the state of Idaho.

1.14 Award Criteria

Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include annual pricing, experience, references, compliance to the specifications and requirements for the service. The contract may be awarded to one or multiple Proposers.

SCORING

<u>Item</u>	<u>Points</u>
Firm Qualifications	20
Project Manager and Key Staff	20
Support Staff and Equipment	20
Field/Specialized Equipment	20
Approach to Project	20
Specific Relevant Project Experience	<u>50</u>
General RFP Total Points	150
Cover Letter/Introduction of Firm	Pass/Fail

1.15 Highest Ranked Proposer

The selection committee shall recommend to City Council that the contract or award of proposals be awarded to the highest ranked Proposer, with all evaluation criteria considered, provided that, the City Council may award contracts to the Proposer it determines appropriate.

1.16 Proposal Guarantee

It is desired that the submitted proposal remains in effect for a minimum of 60 days. The City reserves the right to request extensions of the proposals.

Misc. Geotechnical Engineering and Construction Material Testing and Inspection Services**1.17 Protest of Contractor Selection or Contract Award**

A participating proposer may object to the contract award by responding in writing to the City's notice of intent to award the contract within seven (7) calendar days after transmittal of the Notice of Intent to Award letter. The responsive protest must set forth in specific terms the alleged reason the Contractor selection or contract award is erroneous. The judgment used in the scoring by individual evaluators is not grounds for a protest. The protest must be submitted in writing. Any protest addressed to the Mayor or City Council will be referred to the City Purchasing Agent.

- Only persons who submitted a bid/proposal are allowed to protest the award.
- Protest must be in writing and received within seven (7) days of Intent to Award Letter posting.
- Purchasing will address the protest with input from Project Manager if necessary.
- After receipt of protest response bidder has three (3) working days (Monday – Friday) to protest to the City Council by submitting a protest of the decision to the City Clerk. City Clerk will then schedule the bidder for Council.
- If Federal grant funds are involved and the protestor is not satisfied with the way that the City has resolved the protest, the protestor may have the option to appeal to the City Council and then the Federal Grant Provider.
- Award protests are only allowed on formal level Bid/RFP's. There is no protest period for the semiformal or informal Bid/RFP process.

Written protests are to be directed to:

Colin Millar
 Fax 208.384.3995
purchasing@cityofboise.org

1.18 Rejection of Proposals

The City of Boise may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the RFP is acceptable to the City of Boise. City of Boise is in no way obligated to any respondent for the work as set forth in the specifications.

1.18.1 The City of Boise reserves the right to accept or reject proposals on each item separately or the RFP as a whole, without further discussion.

1.18.2 Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.

1.18.3 If, in the opinion of the City of Boise, the solicitation does not result in reasonable prices to the City of Boise, considering price and cost factors associated with the acquisition described herein, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.

1.19 Payments and Billings

The awarded Proposer will submit all invoices to:

Misc. Geotechnical Engineering and Construction Material Testing and Inspection Services

City of Boise Public Works
PO Box 500
Boise ID 83701

The awarded Proposer can expect the City to issue and mail payment within 45 days after receipt of invoice.

1.20 Stop Work Order

Any "Stop Work Order" given to Awarded Proposer will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Proposer and/or his assigns.

1.21 Disadvantaged Business Enterprises (D.B.E.)

D.B.E. firms and business enterprises are encouraged to submit a proposal. Women owned and minority owned firms are encouraged to submit a proposal. The City actively encourages any proposals by D.B.E. firms for goods and services for the City.

TERMS AND CONDITIONS

2.1 Assignment or Subcontracting

The Consultant/Firm may not assign or transfer this agreement or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the City of Boise. If the City of Boise consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

2.2 Contract

The selected firms(s) will be expected to execute a contract with the City of Boise. Specific exception must be proposed prior to proposal opening.

2.3 Ownership and Access to Records

While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the City of Boise and the Consultant/Firm, records will normally become the property of the City of Boise and subject to state law and City of Boise policies governing privacy and access to files.

2.4 Examination of Records

The City of Boise shall have access to and the right to examine any pertinent books, documents, papers, and records of the Consultant/Firm involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Consultant/Firm shall retain project records for a period of five years from the date of final payment.

2.5 Conflict of Interest

- 2.5.1. The Consultant/Firm shall not hire any officer or employee of the City of Boise to perform any service covered by this Agreement.
- 2.5.2. The Consultant/Firm affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Consultant/Firm's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the City of Boise.
- 2.5.3. The Consultant/Firm shall not be in a reporting relationship to a City of Boise employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant/Firm.

2.6 Copyright

The City of Boise shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Consultant/Firm warrants that all creators of copyrightable material delivered under this Agreement to the City of Boise are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant/Firm, and that such creation is within the course and scope of the creator's employment.

2.7 Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

2.8 No Third-Party Rights

Nothing in this Agreement is intended to make any person or entity that is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

2.9 Standard for Performance

The parties acknowledge that the City of Boise, in selecting the Consultant/Firm to perform the services hereunder, is relying upon the Consultant/Firm's reputation for excellence in the performance of the services required hereunder. The Consultant/Firm shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant/Firm shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

2.10 Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.11 Applicable Law

The laws of the State of Idaho shall govern this agreement.

PROJECT INFORMATION

3.1 General Description

The intent of this Request for Proposal is to establish a contract with multiple firms to furnish, Miscellaneous Geotechnical Engineering and Construction Material Testing and Inspection Services for Boise City Public Works Department in accordance with the terms, conditions, and specifications contained herein.

Professional fees will generally be less than \$25,000 per project. Services for projects of over \$25,000 in professional fees may be contracted for under this agreement, or may be contracted for under a separate RFP.

3.2 Scope of Work

This request for proposals is not based on any specific projects. Rather, the City seeks to enter into Miscellaneous Services contracts with a selected firm(s) so they would be available to be hired, on a negotiated Task Order basis, project-by-project basis, under the awarded contract, to work on specific projects in the future.

Consultant/Firm shall be fully responsible for the safety and well-being of its employees and agents. While at any project site or along or in any waterway or public roadway open to traffic, the Consultant/Firm will be required to observe all applicable safety requirements and procedures.

3.3 Subcontractors

Sub-consultants may be included as part the "Consultant/Firm team", may be used to assure adequate coverage of the various areas of technical expertise required under this Contract.

The City also recognizes there may be occasions that an element of work is necessary to complete an assignment by job classifications other than those indicated herein. Consultant/Firm Specialized services that cannot be reasonably categorized into the job classifications herein, may be authorized by using a sub-contractor or sub-contractors. Examples of unique situations might be utility location companies, test pit excavators, geotechnical/geophysical studies, specialized equipment and operators such as man-lifts, cranes, etc. In cases where sub-contractor(s) are used, the City reserves the right to approve the sub-contractor prior to issuing a NTP for the respective assignment. The City will allow an overhead adjustment of the sub-contracted work not to exceed five (5%) percent of the value of the sub-contracted work. Overhead adjustments shall not apply to sub-consultants who have been identified as part of the original Consultant/Firm team assembled to meet the minimum scope of services defined in the RFP.

3.4 Project Assignment Sequence

Due to the varying type of projects anticipated under this Contract, the actual project sequence will vary. For the purpose of preparing a response to this request for proposal, the following is presented as a typical project assignment sequence.

When the City determines a need for Consultant/Firm services on a project, the City will generally meet with the Consultant/Firm to discuss the scope of services needed.

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Regardless of the value of the professional fee, unless designated otherwise in the scope of work request, the City will require the Consultant/Firm to submit a proposal generally within two (2) weeks of issuing the request. The proposal shall be on the Task Order form included as Contract Attachment "A" and shall define the scope of fees and schedule for the Consultant/Firm services. In order to remain on the list, Consultant/Firm must respond to the request for proposals by either submitting a proposal or a letter indicating no interest or lack of available manpower for the respective assignment. Failure to provide a response by the designated deadline may be just cause for the City to remove the Consultant/Firm from the stand-by list.

3.5 Compensation

For performing the services specified in herein, the consultant/firm will be compensated according to the task order. Compensation will not include any sub-contract or other personal services work except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

3.6 Insurance Requirement

The successful Consultant/Firm(s) must show, prior to the execution of the Agreement, evidence of appropriate insurance as outlined in the Agreement.

The Consulting firm(s), certify that they are an independent contractor shall acquire and maintain throughout the term of the contract the following insurance coverage:

- General Liability Insurance at \$1,000,000.
- Workers Compensation and Employers Liability Insurance - The Consultant will maintain during the life of this contract, the statutory workers' compensation, in addition, employer's liability insurance in an amount not less than \$500,000 for each occurrence, for all of his employees to be engaged in work on the project under the contract, and, in case any such work is sublet, the Consultant will require the Sub-consultant similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work
- Automobile Insurance \$500,000 per occurrence for owned, non-owned and hired vehicles.
- Professional Liability (Errors & Omission) - The successful Consultant must show, prior to the execution of the Agreement, evidence of professional liability insurance coverage in the amount of Consultant will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000).

The minimum limits of insurance described above will not be deemed a limitation of the Consultant's covenant to indemnify.

PROPOSAL FORMAT AND CONTENT

4.1 Proposal Format

Proposals are to be limited to five (5) pages, front and back (10 page total), including the signed cover letter, and in the format specified. The cover letter, signature sheet, resumes, brochures and letter of recommending do not count towards the ten pages. Proposals received not following the format specifications may be disqualified and considered non-responsive at the City's discretion. Any additional forms provided by the City are not to be counted.

All proposals submitted in response to this request should include the following headings to assist evaluation. The proposals should be clear and to the point. Emphasis should be placed on specific qualifications of the people who will actually provide the service and the firm's ability to manage the service.

- **Cover Letter & Signature Sheet (Pass/Fail):**

Provide a cover letter that should contain an introduction of your firm, a summary of its approach, commitment, interest, and experience in this type of work and your firm's ability to respond and perform the anticipated services in a timely basis. The services anticipated by this proposal will for the most part be requested on a short notice with tight timeframes. Complete the Signature Sheet included. Proposals must be signed. Proposals not signed will be rejected.

- **Firm Qualifications (20 Points):**

Provide basic data relative to the firm's size, history, personnel, capabilities, special expertise and general credits. Awards, associations, etc., may be included. As a minimum, the firm must meet the requirements of ASTM E329. The firm must also be certificated by AMRL/CCRL or A2LA or ICBO in the areas of soils, aggregate, concrete and asphalt.

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

- **Project Manager and Key Staff (20 Points):**

This section should outline the Project Manager and Key Staff member's qualifications, experience, expertise and ability to respond in a timely fashion relating to the type of projects anticipated for this proposal. Specific emphasis should be placed on past projects performed for Boise City and/or other similar entities. A list of references for past relevant projects managed by the Project Manager and Key Staff members is desirable. An organization chart should be included in this section. Resumes, if desired to be included, should be enclosed in the proposal appendix. As a minimum firm must show at least two inspectors with ICBO certifications in reinforced masonry, reinforced concrete, and structural steel.

- **Support Staff and Equipment (20 Points):**

This section should summarize the number of staff people and equipment available to support the key individuals. Include a summary of equipment capabilities such as Computer Aided Design and drafting hardware and software, word processing, and other specialized office equipment that would enhance your firm's ability to meet or exceed anticipated services. Also, please identify and summarize capabilities for any

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firm(s) in which you would anticipate subcontracting services. Resumes, if desired to be included, should be enclosed in the appendix of your proposal.

- **Field/Specialized Equipment (20 Points):**

Provide a list with description of field or specialized equipment available for determining soil characteristics, profiles and depth of rock, in addition, describe specialized equipment available for testing and inspecting construction materials including but not limited to concrete, grout, and rebar. Identify and summarize which specialized equipment and/or testing will be subcontracted.

- **Approach to Project (20 Points):**

The Consultant/Firm shall include a statement of approach to the scope of work as defined by the RFP, illustrative of your approach to the miscellaneous services format, and your willingness to participate in the miscellaneous contract format.

- **Specific Relevant Project Experience (50 Points):**

Provide a statement of qualifications which identifies examples of the types of projects relating to Geotechnical Engineering and Construction Material Testing and Inspection and analysis for such items as soil compaction, hillside stability evaluation, pavement restoration, pavement design and evaluation, site investigations, exploratory borings, in- situ testing of soils, seepage and dewatering analysis, soil management and erosion control, construction support and monitoring, geohazard evaluation, settlement analysis, concrete design and inspection, and building foundation design and testing, etc.

References should be listed for each of the projects.

Also, provide a statement of qualifications which identifies examples of the types of projects relating Laboratory Testing and Analysis for such items as soils, concrete, masonry, asphalt, steel, and other construction materials.

- **Other (Optional):**

This section is provided to allow for any other information you as a Proposer believe is important to be noted as part of the selection process.

- **Rates – Submit rates in a separate sealed envelope:**

Engineering:

Boise City requests submittal of rates in a billable hour rate format (hourly rate with multiplier applied) for all personnel proposed for use on this project. Also include cost per hour or day for specialized equipment, and rates for specific items listed on the following pages.

Provide the following information in a table format: 1) key project personnel, 2) their titles, 3) the exact bill-out rate of each person in dollars per hour, and 4) the multiplier used for each person. The multiplier is defined as the ratio between the individual's bill-out rate divided by that person's gross hourly pay. For salaried personnel, the gross hourly pay is determined by dividing the individual's gross yearly salary by 2080 hours.

Rates should include direct labor, general and administrative overhead, profit margin, ordinary CAD computer time, ordinary software costs, office supplies and equipment, routine reproduction costs, routine communication costs, and travel costs within Ada County. Rates and multiplier costs should not include project

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reimbursable costs such as non-routine reproduction, travel outside of Ada County, specialized software or equipment. Unless otherwise agreed to as part of the negotiations these reimbursable costs will be billed to the City of Boise at the consultant's/firm's cost without additional markup, including sub-consultants.

The rate information will not be used in determining which firm is selected as the most qualified. The City is subject to the provisions of Idaho statute 67-2320 titled in part "Professional Service Contracts with Design Professionals ... (Qualifications Based Selection)."

Testing Services:

Include rates for all the items listed in the following proposal pages.

4.2 Fee Schedule

The fee schedule will not be used in determining which firm is selected as the most qualified. The City is subject to the provisions of Idaho statute 67-2320.

- The following rates & costs will be requested from the selected Consultant/Firm(s) prior to negotiations. **Submit rates in a separate sealed envelope:**

Hourly Rates /Reimbursable Costs/Multiplier - Boise City requests submittal of Consultant/Firm fees in a billable hour rate format for all personnel proposed for use under this contract. Please itemize any items not included in the hourly rate, such as reimbursable items, other than ones listed below.

The billable hourly rates include direct labor, general and administrative overhead, profit margin, ordinary and CAD computer time, ordinary software costs, office supplies, and equipment, routine reproduction costs, local communication charges, facsimile charges and travel costs within Ada County.

The hourly rates do not include project related reimbursable costs such as costs associated with: extensive reproductions costs such as reproduction of final bidding documents (plans and specifications), studies, etc; travel outside of Ada County; specialized equipment or software; and long distance communication charges. Unless otherwise agreed to as a part of a specific task order negotiation, these reimbursable costs will be billed to the CITY at cost plus 3 percent.

Cost for sub-consultants' costs are allowed up to a maximum of 5 percent markup.

List the proposed multiplier on direct salaries for billing purposes.

4.3 Appendix (Optional)

The appendix portion of your proposal may include resumes, company brochures and letters of recommendation and any other relevant information. The City of Boise may request letters of recommendation at a later date.

Failure to comply with providing the required information for the Committee's review may result in disqualification.

4.4 Additional Information

The City reserves the right to request clarification of information submitted or to request additional information about any proposal as it may reasonably require. The City reserves the right to require interviews. The City reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the City. The City

Misc. Geotechnical Engineering and Construction Material Testing and Inspection Services

reserves the right to not hold discussion after award of the contract.

Nothing in this RFP or the contract between the City and the successfully awarded Consultant/Firm(s) shall prohibit the City from retaining the services of other Consultant/Firms for engineering project assignments that the City deems is not covered under this contract.

Misc. Geotechnical Engineering and Construction Material Testing and Inspection Services
Return in Separate Sealed Envelope

FEE PROPOSAL FOR MATERIAL INSPECTION AND TESTING

AGGREGATE TESTING		
	Unit	Rate
#200 Wash C117/T11 or D1140 Material Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing (AASHTO T-11; ASTM C- 117 & ASTM D-1140)	Each	\$ _____
Proctor D698, D1557/T99, T180 Standard 24 Hour Turn Around- Laboratory Compaction Characteristics of Soil Using Standard or Modified Effort (AASHTO T-99 & T-180; ASTM-D 698 & D-1557)	Each	\$ _____
Sieve Analysis- Fine C117, C136/T11, T27 Sieve Analysis of Fine Aggregates (AASHTO T-27; ASTM C-117 & ASTM C-136)	Each	\$ _____
Sieve Analysis- Coarse & Fine C117, C136/T11, T27 Sieve Analysis of Fine and Coarse Aggregates (AASHTO T-11 & AASHTO T-27; ASTM C-117 & ASTM C-13)	Each	\$ _____

STRUCTURAL STEEL / SPRAY APPLIED FIRE RESISTIVE MATERIAL INSPECTION		
	Unit	Rate
Ultrasonic Inspection AWS D1.1 Ultra-Sonic Testing	Hour	\$ _____
Bond Test of Fireproofing E736, Fireproofing Sample (Bond – Cohesion/Adhesion) Test (ASTM E-736)	Each	\$ _____
Density of Fireproofing E605, Fireproofing Density Sample (ASTM E-605)	Each	\$ _____

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STRUCTURAL STEEL / SPRAY APPLIED FIRE RESISTIVE MATERIAL INSPECTION		
Weld Procedure Qualification	Ea.	\$ _____
AWS/CWI Inspector Steel Inspector (AWS / CWI certified)	Per Hour	\$ _____
Fab Shop Inspector	Per Hour	\$ _____
Fireproofing Inspector Special Inspector (ICC - Spray- applied Fire Resistive Material)	Per Hour	\$ _____
Structural Steel Special Inspector (ICC - Structural Steel/ High Strength Bolting)	Per Hour	\$ _____

ASPAHLT INSPECTION & TESTING		
	Unit	Rate
Asphalt Coring D- 979 Asphalt - Technician	Per Hour	\$ _____
Asphalt Field Density Testing D-2922 Density of Asphalt in Place by Nuclear Methods (ASTM D-2922)	Per Hour	\$ _____
Field Densities & Inspection with Nuclear Gauge (ASTM D-6938)	per hour	\$ _____
Extraction & Gradation (ASTM D-2172)	per test	\$ _____
Unit Weight and Height of Cores	per core	\$ _____

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MASONRY TESTING		
	Unit	Rate
CMU Compressive Strength (Prism) (Grouted) C-1314 CMU Compressive Strength (ASTM C-1314)	Each	\$ _____
Grout Prisms C-1019 Sampling and Testing Grout (ASTM C-1019)	Each	\$ _____
Masonry Special Inspector (ICC/ICBO - Structural Masonry)	Per Hour	\$ _____

CONCRETE TESTING		
	Unit	Rate
Concrete Cylinders C-39/T-22 Comp. Strength of Cylinders Concrete Specimens (Normal Strength) (AASHTO T-22; ASTM C-39)	Each	\$ _____
Concrete Coring, Technician with Equipment	Per Hour	\$ _____
Concrete / Special Inspector (ICC/ACI - Reinforced Concrete)	Per Hour	\$ _____
Ground Penetrating Radar (GPR)	Per Hour	\$ _____
Epoxy Bolt/Dowel / Special Inspector (ICC - Epoxy Bolt/Dowling)	Per Hour	\$ _____
Pull Test – Anchor Bolts and Dowels	Per Hour	\$ _____

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SOILS TESTING		
	Unit	Rate
Atterberg Limits D-4318/T-89,T-90 Liquid Limit, Plastic Limit and Plasticity Index of Soils (AASHTO T-89 & AASHTO T-90; ASTM D-4318)	Each	\$ _____
Expansion Index of Soils	Each	\$ _____
Field Density Testing D-6938, Density of Soil and Aggregate in Place by Nuclear Methods (No per test charge) (ASTM D-6938)	Hour	\$ _____
Moisture Content Soil/Aggregate ASTM D-2216/AASHTO T-255, AASHTO T265	Each	\$ _____
R-Value D-2844/T-190/ID T-8 Resistance R-Value and Expansion Pressure of Compacted Soils (ASTM D- 2844; ID T-8)	Each	\$ _____
Soil Classification ASTM D-2487 Classification of Soils for Engineering Purposes	Each	\$ _____
Sample Pick Up, Non-professional	Per Hour	\$ _____
Geotechnical Investigation	Per Hour	\$ _____
Subgrade Inspector	Per Hour	\$ _____
Staff Geologist	Per Hour	\$ _____
Professional Geologist	Per Hour	\$ _____
Staff Engineer	Per Hour	\$ _____

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Misc. Geotechnical Engineering and Construction Material Testing and Inspection Services
Return in Separate Sealed Envelope

SOILS TESTING		
Professional Engineer	Per Hour	\$ _____

OTHER SERVICES		
	Unit	Rate
Final Affidavit/Final Letter____minimum	Per Hour	\$ _____ indicate if a minimum
Report Preparation	Per Hour	\$ _____
Project Manager	Per Hour	\$ _____

MINIMUM TRIP CHARGE: \$ _____

Misc. Geotechnical Engineering and Construction Material Testing and Inspection Services
Return with Proposal

PROPOSAL SIGNATURE PAGE

Name of Business:			
	Please print or type		
Address:			
City:			
State:		Zip Code:	
Phone No.:			
Signature:			
Printed Name:			
E-Mail			
Title:			
Date:			

Significant Local Economic Presence: ____ Yes; ____ No

(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council).

Provide local address if different than mailing address.

Proposer Acknowledge Receipt of the Following Addenda:

Addendum #	Date
1.	
2.	
3.	

The above signed proposes to provide services in accordance with the specifications for **RFP 17-369, Miscellaneous Geotechnical Engineering and Construction Material Testing and Inspection Services**, Boise Idaho and to bind themselves, on the acceptance of this proposal, to enter into and execute a contract, of which this proposal, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all proposals as may appear to be in the best interest of the City. The undersigned further agrees, if awarded a contract, to execute and deliver the same to the City within five (5) working days after receipt of an contract and to submit there with all required insurance certificates.

Misc. Geotechnical Engineering and Construction Material Testing and Inspection Services
Return with Proposal

PUBLIC AGENCY CLAUSE

Bid prices will be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this state including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the vendor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities buy from our agreement.

Accept Public Agency Clause? Yes _____ No _____

PROFESSIONAL SERVICES CONTRACT AGREEMENT

PURCHASING CONTRACT NUMBER RFP 17-369

Project: **Miscellaneous Geotechnical Engineering and Construction Material Testing and Inspection Services**

Consultant/Firm: **(Insert Consultant/Firm's Name)**

Owner: **Public Works**, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this ___ day of _____, 2___, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and (Insert Consultant/Firm's Name), hereinafter referred to as "Consultant/Firm", a corporation organized under the laws of the State of Idaho.

1. Scope of Services: Consultant/Firm shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Proposal	Liability Insurance
Contract Agreement	Automobile Insurance
Specifications	Workers' Compensation
Acknowledgement	Professional Liability Insurance (Errors & Omission)

2. Time of Performance: All work and products described in the Scope of Services shall be completed as per task order. The term may be modified by mutual written agreement of the parties.

3. Indemnification and Insurance: Consultant/Firm shall indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Consultant/Firm, its servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of City or its employees. In addition, Consultant/Firm shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the City shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Consultant/Firm covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Consultant/Firm shall provide City with a Certificate of Insurance, or other proof of insurance evidencing Consultant/Firm's compliance with the requirements of this paragraph and file such proof of insurance with the City. In the event the insurance minimums are changed, Consultant/Firm shall immediately submit proof of compliance with the changed limits.

Consultant/Firm shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If Consultant/Firm has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with

limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Additionally, the Consultant/Firm shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Consultant/Firm shall require the subConsultant to provide Workers Compensation Insurance for himself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Consultant/Firm and the Consultant/Firm's employees, agents, servants, guests and business invitees, are acting as independent Consultant/Firms and are in no way employees of the City.

4. Errors and Omission: Consultant/Firm will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000).

Proof of all insurance shall be submitted to City of Boise, Purchasing P.O. Box 500, Boise, ID 83701.

5. Independent Consultant/Firm: In all matters pertaining to this agreement, Consultant/Firm shall be acting as an independent Consultant/Firm, and neither Consultant/Firm, nor any officer, employee or agent of Consultant/Firm will be deemed an employee of City. The selection and designation of the personnel of the City in the performance of this agreement shall be made by the City.

6. Compensation: For performing the services specified in Section 1 herein, the City agrees to pay in a sum not to exceed task order, including reimbursable direct expenses. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment: Consultant/Firm will invoice the Public Works, directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five days after receipt.

8. 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 mailed in the United States mail, certified, return receipt requested, addressed as follows:

**City of Boise
Public Works
PO Box 500
Boise, Idaho 83701-0500**

**(Insert Contractor's Name)
(Insert Contractor's Address)
(City), (State) (Zip Code)**

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court 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.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure: Any delays in or failure of performance by Consultant/Firm shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Consultant/Firm, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Consultant/Firm. In the event that any event of force majeure as herein defined occurs, Consultant/Firm shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

12. Assignment: It is expressly agreed and understood by the parties hereto, that Consultant/Firm 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 City.

13. Discrimination Prohibited: In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor's responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

14. Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.

15. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Consultant/Firm's records with respect to all matters covered by this Agreement. Consultant/Firm shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

17. Compliance with Laws: In performing the scope of services required hereunder, Consultant/Firm shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

18. Changes: The City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant/Firm's compensation, which are mutually agreed upon by and between the City and Consultant/Firm, shall be incorporated in written amendments to this Agreement.

19. Termination for Cause: If, through any cause, Consultant/Firm shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant/Firm shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Consultant/Firm of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Consultant/Firm under this Agreement shall, at the option of the City, become its property, and Consultant/Firm shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Consultant/Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Consultant/Firm, and the City may withhold any payments to Consultant/Firm for the purposes of set-off until such time as the exact amount of damages due the City from Consultant/Firm is determined. This provision shall survive the termination of this agreement and shall not relieve Consultant/Firm of its liability to the City for damages.

20. Termination for Convenience of City: The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Consultant/Firm. If the Agreement is terminated by the City as provided herein, Consultant/Firm will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant/Firm covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Consultant/Firm, Section 19 hereof relative to termination shall apply.

21. Consultant/Firm to Pay or Secure Taxes: The Consultant/Firm in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Consultant/Firm's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Boise City may withhold from any payment due the Consultant/Firm hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Consultant/Firm is liable.

22. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this

Agreement so long as the remainder of the Agreement is reasonably capable of completion.

23. Entire Agreement: This Agreement 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.

24. Non-Appropriation: Should funding become not available, due to lack of appropriation, the City may terminate this agreement upon 30 (thirty) days' notice.

25. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

26. Renewal: This agreement shall not be valid for more than one year from the date of approval by the City. This agreement is renewable upon mutual agreement by both parties. Three (3) renewals shall be allowed.

27. Approval Required: This Agreement shall not become effective or binding until approved by the City of Boise.

END OF AGREEMENT

PURCHASING CONTRACT NUMBER RFP 17-369 / PWE 505

APPROVED AS TO FORM AND CONTENT:

Department Date

Purchasing Agent Date

Legal Department Date

Risk Management Date

CITY OF BOISE

APPROVED BY:

David H. Bieter, Mayor Date

ATTEST:

CONTRACT AMOUNT:
Per task order

City Clerk Date

SAMPLE TASK ORDER

TASK ORDER # _____

RFP NAME: Click or tap here to enter text., **RFP #**Click or tap here to enter text.

CITY OF BOISE PUBLIC WORKS

THIS TASK ORDER, entered into between the City of Boise, Boise, Idaho, hereinafter referred to as the OWNER and Click or tap here to enter text., hereinafter referred to as the CONSULTANT, is subject to the provisions of the RFP referenced below and approved by Council, hereinafter referred to as the AGREEMENT.

Consultant: Click or tap here to enter text.
Mailing Address: Click or tap here to enter text.
City, State, Zip: Click or tap here to enter text.
Email: Click or tap here to enter text.

Date: Click or tap to enter a date.
Project #: PWE 505, _____

Project Name: Click or tap here to enter text.

WITNESSETH:

WHEREAS, the OWNER intends to:

Click or tap here to enter text., hereinafter referred to as the Project; now, therefore the OWNER and Consultant in consideration of their mutual covenants herein agree in respect as set forth below.

CLIENT INFORMATION & RESPONSIBILITIES: The OWNER will provide to CONSULTANT the data and/or services as specified in the AGREEMENT.

In addition, the OWNER will furnish to CONSULTANT: Click or tap here to enter text.

SERVICES TO BE PERFORMED BY CONSULTANT: Click or tap here to enter text.

SCHEDULE OF SERVICES TO BE PERFORMED: CONSULTANT will perform said services within Click or tap here to enter text. calendar days of the date of this TASK ORDER.

BASIS OF FEE AND BILLING SCHEDULE: The OWNER will pay CONSULTANT for its services and reimbursable expenses as follows: Click or tap here to enter text.

IN WITNESS WHEREOF, the parties hereto have executed this TASK ORDER AGREEMENT as of the day and year last written below.

OWNER: City of Boise
PO Box 500
Boise ID 83701

DEPARTMENT PROJECT MANAGER APPROVAL:

By: _____
Click or tap here to enter text.
Name/Title Date

CONSULTANT:

By: _____
Click or tap here to enter text.
Name/Title Date

PUBLIC WORKS TECHNICAL APPROVAL:

By: _____
Click or tap here to enter text.
Name/Title Date

BOISE CITY PURCHASING APPROVAL: (tr>\$10,000)

By: _____
Purchasing Agent Date

PUBLIC WORKS PURCHASING REVIEW:

By: _____
Diane Morrison, CPPB/Purchasing Advisor Date

Revised: 03/16/17