COLLEGE OF WESTERN IDAHO
REQUEST FOR QUALIFICATIONS

RFQ 01-2022 Welding Lab Expansion Project Design

QUALIFICATIONS DUE: FRIDAY, JULY 15, 2022 AT 5:00 PM MT

Electronic Delivery Address:
Subject Line: RFQ 01-2022 Welding Lab Expansion Project Design
Email: sueheathman@cwi.edu

RFQ document is available at: http://cwi.edu/info/procurement-division-contracts/purchasing
REQUEST FOR QUALIFICATIONS – WELDING LAB EXPANSION PROJECT DESIGN

1. INTRODUCTION

The College of Western Idaho (“CWI” or “College”) is a public, open-access and comprehensive community college, providing higher education programs to residents of Western Idaho, with facilities currently located in Nampa and Boise, Idaho. CWI is committed to providing affordable access to quality teaching and learning. The College offers a full range of academic and professional-technical courses leading to an Associate of Arts or Science degree, transfer degrees, professional-technical degrees, continuing education, and certificates. It also offers basic academic skills to help prepare for a GED, dual credit for high school students, and fast-track career training for working professionals.

1.1 PROJECT DESCRIPTION

CWI desires to expand its Welding Program which is located at the CWI Micron Center in Nampa, ID, and is seeking qualifications of a design team to assist with this project. Currently, the College has 20 welding booths and would like to add 20-24 new welding booths along with an additional 14 snorkel drops in various locations throughout the lab to increase capacity and safety. CWI has identified interior square footage which it believes will accommodate this expansion. The design team must have a high level of experience in solving unique mechanically challenging design problems. HVAC modifications will be required to filter and recirculate air to support the added equipment. At the present time, it is thought that a new HVAC unit may need to be located at ground height right outside the existing lab. Associated with this work will be required Electrical and Architectural modifications. The design will need to account for existing limitations already present within the space.

Once selected, the Design Professional will be responsible for and must provide documentation thru preliminary programming, schematic design, design development, and construction documents phases of the project, including approvals, as required by authorities having jurisdiction, bidding, and construction administration responsibilities. Cost estimating will be required at the end of each phase to assist CWI in scoping decisions. The College requests that design services include observation during construction. A total project budget of approximately $2,000,000 has been established. A relatively complete construction cost estimate will be required following the schematic design phase and must be updated at each additional phase. Design Professional will need to deliver plans and specifications for the associated project with three (3) review periods: AT The end of the schematic design phase, at the end of the design development phase, and at the last review at 95% completion.

Design Professional will be required to meet monthly with CWI’s Project Manager for the purpose of providing a verbal and written report regarding the previous month’s progress. Such monthly meetings will show funds expended in the completion of the project and specific accomplishments related to the completion of the project.

Design Professional and consultants shall be licensed to practice in the State of Idaho for their specific disciplines and, if required, have the necessary public works license.
Design Professional will be required to provide all documents to CWI’s delegated Facilities Planning Project Manager. Documents may include, but are not limited to meeting minutes, sketches, diagrams, programming analysis, photographs relevant to the project, drawings, project manual, schedules, cost estimates, etc.

1.2 AUTHORITY
This RFQ is issued under Idaho Code 67-2801 et seq., and Idaho Code Section 33-2107(4). All qualifications submitted in response to this solicitation shall be subject to the State of Idaho procurement law. Both state and federal law prohibits bribes, gratuities, and kick-backs. All responses to this RFQ become the property of the College and will be available for public records requests upon completion of the contract negotiation process unless exempt under the law. See Public Records below.

Response to this RFQ is voluntary and does not constitute a commitment, implied or otherwise, for CWI to take procurement action in this matter. The College will not be responsible for any costs incurred in furnishing this information. CWI requests that no copyrighted information, or personally identifiable information, be submitted in response to this RFQ.

2. INSTRUCTIONS TO PROPOSERS

2.1 LOCATION OF RFQ 01-2022
This RFQ document is available at: http://cwi.edu/info/procurement-division-contractspurchasing

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## 2.2 SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date and Time*</th>
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<tbody>
<tr>
<td>Request for Qualifications Issued and Advertised</td>
<td>July 1, 2022 and July 8, 2022</td>
</tr>
<tr>
<td>Qualifications Due</td>
<td>July 15, 2022 at 5:00 PM MT</td>
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<tr>
<td>Qualification Evaluation Period</td>
<td>July 18, 2022 – July 20, 2022</td>
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<tr>
<td>Post Qualification Ranking (name &amp; score) to external CWI website</td>
<td>July 21, 2022</td>
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<tr>
<td>Request Project Bid from Top Qualifier. Provide a fixed fee bid, response must include:</td>
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<tr>
<td>1. Initial Design - Including opinion of probable construction cost.</td>
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<tr>
<td>2. DBS Approval - Design Professional submits plans to the Division of Building Safety for approval. Answers any related questions and keeps CWI informed.</td>
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<tr>
<td>3. Bid Specs - Write project bid specifications. Ensure respondents have appropriate licensing (e.g., public works)</td>
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<tr>
<td>4. Q&amp;A - Provide during the project construction.</td>
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<tr>
<td>5. Design Team will coordinate commissioning efforts and provide guidance on the type of commissioning required.</td>
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<tr>
<td>6. Construction Administration will include the following:</td>
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<tr>
<td>a. Interpretation of project specification documents (drawings, schematics, etc.).</td>
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<tr>
<td>b. Reviewing RFI’s and change orders.</td>
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<tr>
<td>c. Review of submittals and shop drawings.</td>
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<tr>
<td>d. General coordinating during construction and site observations reports.</td>
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<tr>
<td>Project Bid Due</td>
<td>July 29, 2022</td>
</tr>
<tr>
<td>Contract Completion</td>
<td>August 11, 2022</td>
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*Noted dates and times are tentative and subject to change.

## 2.3 SUBMISSION INSTRUCTIONS

All submissions are to be sent electronically to:

College of Western Idaho  
Subject: RFQ 01-2022 Welding Lab Expansion Project Design  
Attn: Sue Heathman, Manager II, Contracts & Procurement  
Email: sueheathman@cwi.edu

Design Professionals may email Sue Heathman to verify CWI’s receipt of their qualifications.
Once submissions are received, CWI representatives may reach out to Design Professionals for clarification communication. Any communications will be considered unofficial and non-binding on CWI.

Proposals received after the designated time and date indicated will not be considered for evaluation.

**2.4 ERRORS IN QUALIFICATIONS**

CWI will not be liable for any errors in materials submitted. Modifications to qualifications will not be accepted after the deadline.

**2.5 WITHDRAWING QUALIFICATIONS**

Qualifications may be withdrawn at any time prior to the deadline by submitting an email to sueheathman@cwi.edu sent by an authorized representative of the Design Professional. After withdrawing qualifications, the Design Professional may submit another set of qualifications at any time prior to the due date.

**2.6 LIMITATIONS**

Neither CWI nor any agent on behalf of CWI will be obligated in any way by any submittal to this RFQ. The issuance of this RFQ does not constitute an assurance by the College that any contract will be entered into by CWI. CWI expressly reserves the right to:

1. Request additional information and data from any or all Design Professionals.
2. Supplement, amend, or otherwise modify the RFQ or cancel this request with or without the substitution of another RFQ.
3. Disqualify any Design Professional who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
4. Disqualify any Design Professional based on any real or apparent conflict of interest, as determined solely by CWI.
5. Disqualify any Design Professional based on past performance on other projects.
6. College shall have the sole discretion to select one or none of the Proposers to provide the services, or portions thereof, as described in this RFQ.

**2.7 PUBLIC RECORDS**

Pursuant to Idaho Code section 74-101 et seq., information or documents received by CWI may be open to public inspection and copying following the announcement of a contract award, unless exempt from disclosure. If a submission contains any information that is considered exempt under Idaho Code 74-101 et seq., such information must be clearly marked with the following clause:

“This information is exempt under the Idaho Public Records Act”

Design Professional must provide the applicable Idaho code supporting the exemptions. College assumes no liability for disclosure of proprietary material submitted by a Design Professional. If the exempt status of this information submitted is challenged, the information will not be released until the Design Professional has been notified of the challenge and has been given the opportunity to respond. Design Professionals
agree to defend and hold CWI harmless from and against any disputes arising from their designation of information as exempt and to indemnify CWI for any costs, attorney fees, and penalties incurred by CWI related to any such dispute. Variation of this term is not offered.

A Design Professional shall not label an entire document as “exempt” merely because a portion of that document is or may be a trade secret. If a submission is marked as “exempt” in its entirety, it will be considered public record in its entirety, and will be disclosed, if requested.

3. SUBMITTAL REQUIREMENTS

3.1 SUBMISSION FORMAT
Each official response shall clearly indicate the name, phone number, and email address of the firm contact(s) responsible for the submission, along with the company name, address, phone number, contact email, and web address.

Design Professionals responding to this RFQ are responsible for all costs associated with preparing their qualification submissions, answering all questions, and providing the College with requested information. The College is under no obligation to incur or reimburse any Design Professional for any submission costs.

3.2 SUBMISSION CONTENT REQUIREMENTS
Submissions should respond directly to all requirements and questions posed in these sections of this RFQ and comment on capabilities to meet such requirements. The emphasis should be on clarity and brevity. Any additional material that a Design Professional deems necessary should be attached as appendices.

1. Qualification Statement Content
   A. Design Professional’s Organization: Provide the information request in APPENDIX A. This document must be signed, dated, and included with your submission. The signature may be either a wet signature or completed electronically. Alternative formats may be used, however, all information requested must be provided.

   The College reserves the right to investigate and confirm any Design Professional’s financial stability. This may include reviewing financial statements, bank references, and interviews with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejecting a response submittal.

   B. Team Member Qualifications: List the design professionals and consultants expected to be part of your design team and complete the work. Describe who will perform the various tasks, the amount of their involvement and responsibilities, their qualifications, education, training, and relevant special expertise in project type. Include relevant knowledge of local area and design standards in particular. Provide a list of at least three (3) projects, with brief descriptions, which show the person’s ability to complete projects of this scope and/or type.
C. **Technical Approach to Project:** Include a statement of your firm’s approach to the specific project, including design philosophy, understanding of the program, challenges, and opportunities as well as alternative concepts and methods that might be explored.

D. **Management Approach to Project:** Describe the firm’s management approach to the project including approaches to quality, time, and cost estimation. Include your approach to gathering stakeholder input and acceptance.

E. **Examples of Work:** Renderings, photography, drawings, and applicable documents may be submitted as examples of your work. Each should include the project name, location, description, project owner, square footage, initial projected construction cost, final construction cost, date of substantial completion, and a reference/contact for each project. Sample examples should include similar type of professional design requested.

F. **Incentives and Utility Rebates:** Describe your firm’s experiences with incentives and utility rebates.

G. **Additional Required Information:**

Evaluators must be able to determine that the Design Professional is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Design Professionals, at a minimum, must meet the following requirements and state so in their submissions:

a. Be qualified as an established Design Professional regularly engaged in the type of business necessary to fulfill the contract requirements.

b. Identify key measures of the Design Professional’s financial strength (e.g., provide last audited financial statement or a letter from your accountant that your firm is financially in good standing).

c. Disclosure of any conditions or foreseeable circumstances (e.g., mergers, acquisitions, etc.) that would have an adverse effect on its ability to honor all terms of the contract or service it can provide.

d. Be able to comply with the required performance schedule, taking into consideration all existing business commitments.

e. Have a satisfactory record of past performance (e.g., projects completed, completion timely, etc.).

f. Have necessary personnel and management capable of performing requirements on a resulting contract.

g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

### 4. SUBMISSION EVALUATION AND AWARD

#### 4.1 EVALUATION CRITERIA

An Evaluation Committee will evaluate and rank the firms deemed to be the most highly qualified to perform the required services. The CWI Evaluation Committee may choose to interview any, all, or none of the respondents as may be in the best interest of the College. The initial ranking criteria will be weighted as follows:
The names of all Design Professionals sending submissions and the names, if any, selected for interview shall be public information. At the conclusion of the RFQ process, committee comments, and evaluation scores, as well as the contents of all submissions become public information. Firms that have not been selected will be notified in writing after the conclusion of the selection process.

The CWI Evaluation Committee will carefully review all submissions to determine which Design Professional best meets the needs of the College. Once a Design Professional is chosen, CWI will request a bid from it for this project.

### 4.2 UNRESPONSIVE SUBMISSIONS

Submissions not meeting the following requirements may be deemed unresponsive and may not be afforded consideration if:

1. it does not specifically state that it offers all services specified in the RFQ;
2. the Design Professional does not acknowledge that all services, terms, and conditions specified in this RFQ are included in the quoted price; and
3. the submission does not agree that this RFQ and the submission submitted by the Design Professional in response to this RFQ will be made a material part of any contract executed.

### 4.3 DISCUSSION/NEGOTIATIONS

The College reserves the right to conduct discussions with Design Professional, to accept revisions of submissions, to negotiate price changes, or to negotiate separately with any source whatsoever, if no acceptable submissions are received in order to best serve the interests of CWI. The College also reserves the right to negotiate final pricing for any contract entered into with a Design Professional.
4.4 CONTRACT PERIOD
The intent of this RFQ is to contract with the successful Design Professional for three (3) years, or as agreed by the parties, which will begin upon the completion of both parties signing the contract.

4.5 CONTRACT AWARD
The award, if any, shall be made to the Design Professional whose submission is determined to be the most advantageous to the College based on the evaluation factors described in the RFQ.

The resultant contract (see APPENDIX B) will constitute the College’s acceptance of the signed and dated submission proposal in response to RFQ 01-2022 Welding Lab Expansion Project Design. The RFQ, its appendices and any amendments, and the submission by the successful Design Professional will be incorporated into and become the contract. The contract, in its incorporated, composite form, represents the entire agreement between the parties and supersedes all prior negotiations, representations, understandings or agreements, either written or oral.

Where the successful Design Professional’s submission differs or conflicts with the College’s RFQ or its Appendices, as provided in this solicitation, the terms of this RFQ shall apply. License, service, maintenance, or any other type of agreements desired by the Design Professional to be signed by the College, are only binding upon the College to the extent they are in full agreement with this RFQ and have been specifically reviewed, approved, and accepted by the College in writing.
APPENDIX A - DESIGN PROFESSIONAL’S ORGANIZATION

General Information:

Name:
Primary Office Address:
Telephone:
Primary Contact:
Telephone:
E-mail address:

Type of Organization:

Design Professional’s Organization is a:
List all Officers/Partners:

Information about the Organization:

Jurisdictions in which Design Professional is legally qualified to practice:
Office Location(s):
Date Organization was established:
Total Number of Staff:
Average time staff has worked with the organization:

Professional Liability Insurance Carrier:
Professional Affiliation and Memberships:
Professional Awards and Honors:

In the past five (5) years, has the Design Professional had any business or professional license suspended or revoked?

Within the past five (5) years, indicate whether the Design Professional, or any individual listed in section ‘B’, has/have been the subject to any bankruptcy proceeding?

Within the past five (5) years, has Design Professional or any individual listed in section B been the subject of any state or federal suspension or disbarment?

Additional Consultants:

Provide the names and key personnel anticipated to provide services for the following:

Architecture:
Civil:
Structural:
Mechanical:
Electrical:
Landscape:
Other:
References:

Provide references for each of the following categories.

Owner:
Name:
Address:
Contact Person:
Telephone:
E-mail address:

Contractor:
Name:
Address:
Contact Person:
Telephone:
E-mail address:

Consultant:
Name:
Address:
Contact Person:
Telephone:
E-mail address:

Potential Conflicts of Interest

Provide information about any business associations, financial interests or other circumstances that may create a conflict of interest with the Owner, Agency or any other Party known to be involved in the Project.

Attestation:

Design Professional agrees to abide by all conditions of this solicitation and certifies that the signatory is authorized to sign this submission for the Design Professional. The undersigned certifies under oath that the information provided herein, including any schedule or attachment, is true and sufficiently complete so as not to be misleading.

Design Professional

By:________________________________________
Name Printed:________________________________
Title:________________________________________
Date:________________________________________
APPENDIX B – DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER and DESIGN PROFESSIONAL (the "Contract") is by and between the COLLEGE OF WESTERN IDAHO ("CWI" or the "OWNER") and ________________________ ("DESIGN PROFESSIONAL") and is for the Project (the "Project") identified as Project No. ________________________ as further described in the Summary of Work attached hereto as Exhibit A incorporated herein by reference. This Contract shall be effective on the date on which the Contract has been fully executed by both parties.

The OWNER and the DESIGN PROFESSIONAL agree as set forth below:

ARTICLE 1
BASIC SERVICES

The DESIGN PROFESSIONAL'S Basic Services consist of those described in Paragraphs 1.1 through 1.5 and any other services identified as a part of Basic Services and include engineering and consulting services.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 DESIGN PROFESSIONAL shall review with the OWNER approaches to design and construction of the Project.

1.1.2 DESIGN PROFESSIONAL shall investigate and verify the existing conditions, including utilities and services, at the Project site to the extent required to accomplish the Project.

1.1.3 Based on the mutually agreed-upon approach, program, schedule and construction budget requirements, DESIGN PROFESSIONAL shall prepare for approval by the OWNER, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components along with a completed copy of CWI Utility / Site Checklist.

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the OWNER in the program, schedule or construction budget, the DESIGN PROFESSIONAL shall:

.1 Prepare for approval by the Owner Design Development Documents consisting of drawings to scale, showing design, plans, typical layouts, and sections along with outline specifications, sufficient in detail to fully describe the quantity and quality of the work.

.2 Analyze the Project for various building code issues, make preliminary contacts with the appropriate code officials, and provide a summary of the code review analysis.

.3 Review documents with OWNER, and others as required, and make revision of documents as required.

1.2.2 DESIGN PROFESSIONAL shall complete the Design Development Documents within (20) days from the date of authorization to proceed with this phase. The DESIGN PROFESSIONAL shall
provide (1) set of the Design Development Documents digitally to the OWNER for distribution and review.

1.2.3 DESIGN PROFESSIONAL shall present the Design Development Documents to CWI's Administration if requested.

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

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

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the OWNER, the DESIGN PROFESSIONAL shall prepare, for approval by the OWNER, Construction Documents consisting of:

.1 Complete construction drawings and specifications as required for the bidding and construction of the Project. Construction drawings and specifications for the Project will be completed for approval by all required agencies and submitted to the OWNER within thirty (30) days after authorization to proceed with this phase.

.2 Final plans. DESIGN PROFESSIONAL shall provide the OWNER with one (1) review set of working drawings and specifications plus such documents as required by the Division of Building Safety. DESIGN PROFESSIONAL will distribute the documents to the Division of Building Safety. After review, if additions or corrections are required, DESIGN PROFESSIONAL shall make such additions and corrections and an additional set shall be submitted for approval.

1.4 BIDDING PHASE

1.4.1 DESIGN PROFESSIONAL, following the OWNER’S approval of the Construction Documents, shall assist the OWNER in obtaining bids and assist in awarding contracts for construction, including the following:

.1 Providing the OWNER with electronic files of the Contract Documents in a format suitable for publication of the documents on the Internet. Electronic Files shall be provided in one of the following formats, listed in order of preference: PDF format, plot files, or raster (scanned images) in TIFF Group 4 format or other format as may be approved by the OWNER.

.2 Reviewing submittals for approval of alternate methods and/or materials prior to the bid date.

.3 Issuing of addendum listing alternate materials and/or methods approved under item 2 above
and clarifying drawings and specifications to plan holders prior to bid date.

1.5 CONTRACT

1.5.1 DESIGN PROFESSIONAL’S responsibility to provide Basic Services for the Construction Phase commences with the award of the Contract for Construction and terminates ninety (90) days after final acceptance by the DESIGN PROFESSIONAL and OWNER, provided the required documents have been submitted and accepted. The work to be provided by the Contractor under the Contract for Construction is referred to herein as “Work”.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the DESIGN PROFESSIONAL shall provide administration of the Contract for Construction as set forth in the CWI Construction Contract.

1.5.3 DESIGN PROFESSIONAL shall be a representative of, shall advise and shall consult with the OWNER. Instructions to the Contractor shall be forwarded through the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall have authority to act on behalf of the OWNER only to the extent provided in this Agreement and in the Contract Documents unless otherwise modified by written instrument executed by the OWNER and the DESIGN PROFESSIONAL.

1.5.4 DESIGN PROFESSIONAL shall attend the preconstruction conference. The OWNER will establish the date of and the OWNER will chair the preconstruction conference. The DESIGN PROFESSIONAL shall take and distribute minutes of the preconstruction conference.

1.5.5 DESIGN PROFESSIONAL shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the OWNER and DESIGN PROFESSIONAL in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with Contract Documents. DESIGN PROFESSIONAL shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of such on-site observation as a design professional, the DESIGN PROFESSIONAL shall keep the OWNER informed on the progress and quality of the Work and shall endeavor to guard the OWNER against defects and deficiencies in the Work.

1.5.6 DESIGN PROFESSIONAL and its consultants, when appropriate, shall make at least one (1) site visits each month. Visits shall include monthly construction conferences throughout the Construction Phase. Engineering consultants shall confirm that the building systems are installed and operating according to the design.

1.5.7 DESIGN PROFESSIONAL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.5.8 DESIGN PROFESSIONAL shall at all times have access to the Work wherever it is in preparation or progress.

1.5.9 DESIGN PROFESSIONAL shall be the interpreter of the requirements of the Contract Documents. DESIGN PROFESSIONAL shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the OWNER or the
Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the OWNER and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the DESIGN PROFESSIONAL shall be consistent with the intent of and reasonable inferences from the Contract Documents and shall be in written or graphic form.

1.5.11 DESIGN PROFESSIONAL shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the DESIGN PROFESSIONAL’S reasonable professional opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the DESIGN PROFESSIONAL, with the written approval of the OWNER, will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.12 DESIGN PROFESSIONAL shall review and approve or take other appropriate action upon the Contractor’s submittals, such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay in the Work. DESIGN PROFESSIONAL’S review of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the DESIGN PROFESSIONAL shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

1.5.13 DESIGN PROFESSIONAL shall prepare Change Orders and Construction Change Directives with supportive documentation and data as necessary for the OWNER’S approval and execution in accordance with the Contract Documents and shall not make any such changes in the Work without approval of the OWNER. The DESIGN PROFESSIONAL will have authority to order minor changes in the work not involving adjustment in the Contract Sum or an extension of the Contract Time that are not inconsistent with the intent of the Contract Documents. Except as provided by subparagraph 1.7.4, the preparation of Change Orders shall be considered to be a part of the Basic Services.

1.5.14 DESIGN PROFESSIONAL shall, with the OWNER, conduct inspections to determine the dates of Substantial Completion and final completion. DESIGN PROFESSIONAL shall receive, review, and forward to the OWNER written warranties and related documents required by the Contract Documents and assembled by the Contractor. DESIGN PROFESSIONAL shall issue a Certificate of Substantial Completion.

1.5.15 DESIGN PROFESSIONAL shall assemble drawings of record submitted by the Contractor as required by the specifications and prepare and provide the OWNER one digital set along with an AutoCAD file.

1.5.16 DESIGN PROFESSIONAL with the OWNER shall conduct a site visit prior to expiration of the Contractor’s one (1) year period for correction of Work regardless of final payment of compensation to the DESIGN PROFESSIONAL.
1.6 GENERAL RESPONSIBILITIES

1.6.1 DESIGN PROFESSIONAL agrees to provide without additional compensation all professional services required by the OWNER that relate to errors or omissions or failure to act by the DESIGN PROFESSIONAL, arising out of this Agreement. Further, the OWNER will not reimburse or pay the DESIGN PROFESSIONAL for any additional fee, costs, claims or damages, including legal fees, incurred by the DESIGN PROFESSIONAL in defending or interpreting the contract documents relative to errors and omissions.

1.6.2 DESIGN PROFESSIONAL'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. DESIGN PROFESSIONAL assumes full responsibility for all delays and associated cost proximately caused by the DESIGN PROFESSIONAL'S negligent acts, errors or omissions.

1.6.3 Throughout all phases of service, DESIGN PROFESSIONAL shall endeavor to assure the OWNER that all instruments of service, including but not limited to drawings and specifications, whether prepared by DESIGN PROFESSIONAL or by DESIGN PROFESSIONAL'S consultants are properly coordinated.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services. They shall be provided if authorized or confirmed in writing by the OWNER, as provided in this Contract, and are not covered by the compensation for Basic Services.

1.7.1 Providing services relative to future facilities, systems, and equipment which are not intended to be constructed during the Construction Phase.

1.7.2 Providing coordination of Work performed by separate Contractors or by the OWNER'S own forces.

1.7.3 Making revisions in Drawings, Specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given or are required by the enactment or revision of codes, laws, or other causes beyond the control of the DESIGN PROFESSIONAL.

1.7.4 Preparing Drawings, Specifications, and supporting data and providing other services in connection with Change Orders required by requests of the OWNER for additional Work or for specific changes to previously approved documents. If DESIGN PROFESSIONAL requires additional compensation, DESIGN PROFESSIONAL shall obtain written approval from the OWNER prior to initiation of the change request.

1.7.5 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of
such Work.

1.7.6 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

1.7.7 Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where DESIGN PROFESSIONAL is party thereto or where the hearing or proceeding involves or is based upon allegations of error or omission or other negligence by the DESIGN PROFESSIONAL.

1.7.8 Providing services, other than those required in Paragraphs 1.5.14, 1.5.15 and 1.5.16 above, more than thirty (30) days after the final acceptance, unless required due to an error or omission in the provision of the DESIGN PROFESSIONAL'S services.

1.8 SCHEDULE

1.8.1 DESIGN PROFESSIONAL shall perform Basic and any Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Following a notice to proceed, DESIGN PROFESSIONAL shall submit for the OWNER'S approval, a schedule for the performance of the DESIGN PROFESSIONAL'S services which shall be adjusted as required as the Project proceeds and shall include allowances for periods of time required for the OWNER'S review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the OWNER, shall not, except for reasonable cause, be exceeded by the DESIGN PROFESSIONAL. The schedule shall include the following critical occurrences:

.1 Schematic Review by OWNER
.2 Design Development by OWNER
.3 Construction Document Approval by OWNER
.4 Award of Contract by OWNER
.5 Substantial Completion By DESIGN PROFESSIONAL

ARTICLE 2
THE OWNER'S RESPONSIBILITIES

2.1 The OWNER shall work with the DESIGN PROFESSIONAL in the refinement and coordination of the Project.

2.2 The OWNER shall establish and update an overall budget for the Project, including the Construction Cost, the OWNER'S other costs and reasonable contingencies related to all of these costs.

2.3 The OWNER shall designate a Project Manager authorized to act in the OWNER'S behalf with respect to the Project. The Project Manager shall examine the documents submitted by the DESIGN PROFESSIONAL and shall render decisions in a timely manner, to avoid unreasonable delay in the progress of the DESIGN PROFESSIONAL'S services.
2.4 The OWNER shall furnish laboratory tests, inspections, and reports as required by law or the Contract Documents, or as requested by the Design Professional.

2.5 If the OWNER observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the OWNER to the DESIGN PROFESSIONAL.

2.6 The OWNER will assign a Field Representative for regular observation of the Work during the Construction Phase, who will report his/her observations to the DESIGN PROFESSIONAL and the Project Manager.

2.7 The OWNER will make available existing building and site drawings for the DESIGN PROFESSIONAL'S use. Existing drawings remain the property of the OWNER and shall be returned promptly.

ARTICLE 3
COMPENSATION AND PAYMENTS

3.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

3.1.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 1. OWNER payment forms shall be submitted in one (1) original. Payments shall become due and payable within thirty (30) days from date of receipt by the OWNER.

3.1.2 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended by more than ninety (90) days through no fault of the DESIGN PROFESSIONAL, compensation for any Basic Services required during extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 12.2.1 for Additional Services.

3.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

3.2.1 Payments on account of the DESIGN PROFESSIONAL'S Additional Services, as defined in Paragraph 1.7, and for Reimbursable Expenses, as defined in Article 3, shall be made monthly upon presentation of the DESIGN PROFESSIONAL'S statement of services rendered or expenses incurred. Itemized statements including employee hours worked, rates, and invoices shall be submitted in addition to the payment form. A summary sheet shall be included with items totaled.

3.3 PAYMENTS WITHHELD

3.3.1 No deductions shall be made from the DESIGN PROFESSIONAL'S compensation on account of liquidated damages or other sums withheld from payments to Contractors.

3.3.2 The OWNER may withhold a reasonable retainage from the DESIGN PROFESSIONAL'S
compensation when the OWNER has reason to believe the OWNER has been damaged by errors and/or omissions of the DESIGN PROFESSIONAL. If such a retainage is withheld, the OWNER shall so notify the DESIGN PROFESSIONAL in writing.

3.4 ACCOUNTING RECORDS

3.4.1 Records of reimbursable expenses and expenses pertaining to Additional Services shall be kept on the basis of generally accepted accounting principles and shall be available to the OWNER or the OWNER’S authorized representative with each pay request.

ARTICLE 4
TERMINATION

4.1 If the Project is suspended or abandoned in whole or in part for more than six (6) months, DESIGN PROFESSIONAL shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due. If the Project is resumed after being suspended for more than six (6) months, the DESIGN PROFESSIONAL’S compensation shall be equitably adjusted.

4.2 This Contract may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

4.3 This Contract may be terminated by the OWNER upon at least seven (7) days' written notice to the DESIGN PROFESSIONAL in the event that the Project is permanently abandoned.

4.4 In the event of termination, not the fault of the DESIGN PROFESSIONAL, the DESIGN PROFESSIONAL shall be compensated for all services performed to the termination date, together with reimbursable expenses then due.

4.5 The OWNER may terminate this Contract for convenience at any time upon thirty (30) day's written notice. Upon such termination for convenience, the sole obligation of the OWNER shall be to pay for work satisfactorily completed to the date of termination. In the event that OWNER terminates this Contract for default under Article 4.2 and it is later determined, either by mutual agreement or in a legal proceeding, that there was no default, the termination shall be deemed a termination for convenience.

ARTICLE 5
SUCCESSORS AND ASSIGNS

5.1 OWNER and DESIGN PROFESSIONAL, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the OWNER nor the DESIGN PROFESSIONAL shall assign, sublet, or transfer any interest in this Contract without the written consent of the other.
ARTICLE 6
PREPARATION, OWNERSHIP AND USE OF DOCUMENTS

6.1 Except as provided in Paragraph 6.2 drawings, specifications, and architectural calculations, as instruments of services, are and shall remain the property of the DESIGN PROFESSIONAL, whether the Project for which they are made is executed or not. OWNER shall be permitted to retain copies, including reproducible and electronic copies, of drawings, specifications, and architectural calculations for information and reference in connection with the OWNER’S use and occupancy of the Project. OWNER may utilize the drawings for reference as a basis for future renovations, remodels, and additions and may use designs, concepts, details, and similar features for the purpose of matching future construction with existing construction. The drawings, specifications, and architectural calculations shall not be used by the OWNER on other projects, except by agreement in writing of the DESIGN PROFESSIONAL.

6.2 In the case of termination for cause of the DESIGN PROFESSIONAL’S services, the designs, drawings, specifications, and architectural calculations, as progressed to the date of termination, shall become the property of the OWNER and will be made available to the OWNER and any successor architect for continuation of the Project. Any reuse by the OWNER or by third parties shall be at the sole risk of the OWNER.

6.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the DESIGN PROFESSIONAL’S rights.

ARTICLE 7
DISPUTES AND REMEDIES

7.1 Any dispute, controversy or claim arising under this Contract shall be determined as provided by Idaho law.

ARTICLE 8
INSURANCE

8.1 DESIGN PROFESSIONAL shall maintain such comprehensive general liability insurance that it deems necessary and advisable to protect its interest and that of the Owner. The OWNER will be named an additional insured on any general liability and property policies carried and required by this Agreement. The insurance afforded shall be primary insurance, and any insurance carried by the State of Idaho shall be excess and not contributory to that provided by the DESIGN PROFESSIONAL.

8.2 DESIGN PROFESSIONAL shall carry Worker’s Compensation Insurance to cover obligations imposed by federal and state statutes covering its employees and employers’ liability insurance with a minimum limit of $100,000.

8.3 DESIGN PROFESSIONAL shall carry comprehensive auto liability insurance with a combined single limit for bodily injury and property damage of not less than $500,000 each occurrence
with respect to their owned, hired or non-owned vehicles, assigned to or used in the performance of the Work.

8.4 The DESIGN PROFESSIONAL shall carry professional liability insurance, unless waived in writing by the OWNER, in an amount no less than $1,000,000 combined single limit. If liability insurance required by this section is obtained through a “claims made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Agreement. The DESIGN PROFESSIONAL must maintain such liability insurance for two (2) years from the date services are last provided under this Contract. The DESIGN PROFESSIONAL shall be responsible to pay all premiums, deductibles and all costs not covered by such insurance.

8.5 Any insurance provided under this article shall be in the form of policies or contracts for insurance with insurers of good standing. Evidence of such insurance coverage or self-insurance shall be in the form of a certificate of insurance and shall include a provision that cancellation, refusal to renew the policy, or change in any material way the nature or extent of the coverage provided by such policy or policies will be ineffective without first giving the Owner thirty (30) calendar days written notice by certified, or registered mail, return receipt requested. DESIGN PROFESSIONAL is to provide a Certificate of Insurance, naming OWNER as an Additional Insured, upon the signing of this Contract and shall continue providing updated Certificates of Insurance during the duration of this Project by emailing copies to riskmanagement@cwi.edu.

8.6 The DESIGN PROFESSIONAL shall indemnify, defend, and save harmless the Owner, its officers, agents, and employees from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the DESIGN PROFESSIONAL or the DESIGN PROFESSIONAL’S consultants caused by or arising out of the negligent performance, act or omission by the DESIGN PROFESSIONAL of any term of this Contract.

8.7 All express representations, indemnifications or limitations of liability made in or given to this Contract will survive the completion of all services of DESIGN PROFESSIONAL under this Contract or the termination of this Contract for any reason.

ARTICLE 9

EXTENT OF AGREEMENT

9.1 This Contract represents the entire and integrated Agreement between the OWNER and the DESIGN PROFESSIONAL and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and DESIGN PROFESSIONAL.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Unless otherwise specified, this Contract shall be governed by the laws of the State of
10.2 As between the parties to this Contract: as to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.

10.3 The OWNER and the DESIGN PROFESSIONAL waive all rights against each other and against the Contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the current edition of the Division of Public Works, Fixed Price Construction Contract, except that neither waves any right to seek to recover from the other deductibles or amounts required to be paid in self-insurance before such property coverage becomes effective. The OWNER and the DESIGN PROFESSIONAL each shall require appropriate similar waivers from their Contractors, consultants, and agents.

10.4 The DESIGN PROFESSIONAL shall report to the OWNER the presence and location of any hazardous material which the DESIGN PROFESSIONAL notices. DESIGN PROFESSIONAL agrees to exercise reasonable care and diligence during normal on-site observations, visits and investigations of the premises for potential or current health hazards.

10.5 Discovery of asbestos will be considered a changed condition and will be handled as an additional service or may be handled under a separate contract.

10.6 The DESIGN PROFESSIONAL shall comply with State of Idaho Executive Order 2009-10 and furthermore warrants that DESIGN PROFESSIONAL does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States. DESIGN PROFESSIONAL agrees that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties not to exceed five percent (5%) of the total compensation for basic services, including any amendments, per violation and/or termination of this Contract.

10.7 Any notice, documentation or correspondence provided for or required under this Contract may be submitted electronically, or in writing, and shall be effective upon receipt when sent to the following addresses:

[insert physical and/or electronic contact information for Owner and Design Professional] or such other address as either party may from time to time specify in writing.

ARTICLE 11

BUSINESS ORGANIZATION

11.1 Knowing that the OWNER is relying upon the truth of these representations and warranties as an inducement to enter into this Contract, the DESIGN PROFESSIONAL represents and warrants to the OWNER as follows:

.1 The DESIGN PROFESSIONAL is organized as a [name legal structure of firm].
.2 The name and address of the DESIGN PROFESSIONAL is [insert name, physical mailing address].
.3 Partners/Corporate Officers: [insert name(s) & title(s)]

The person executing this Contract, by signing below, is duly authorized by the DESIGN PROFESSIONAL to bind it to the terms of this Contract.

ARTICLE 12
BASIS OF COMPENSATION

OWNER shall compensate the DESIGN PROFESSIONAL for the Scope of Services provided, in accordance with Article 3, Compensation and Payments, and the other Terms and Conditions of this Contract, as follows:

12.1 BASIC SERVICE COMPENSATION

12.1.1 THE TOTAL COMPENSATION FOR BASIC SERVICES shall be [insert amount – Refer to Proposal for Fee breakdown].

The DESIGN PROFESSIONAL shall be compensated in the following portions:

Programming  $.4
Schematic Design  .00
Design Development  .00
Construction Documents  .00
Bidding  .00
Construction  .00
Closeout  .00

12.2 ADDITIONAL COMPENSATION

12.2.1 For Additional Services of the DESIGN PROFESSIONAL, as described in Paragraph 1.7 including Additional Services of consultants, Compensation shall be computed by multiplying the actual hours involved times the hourly rates listed in Article 3.

12.2.2 If the scope of the Project or the DESIGN PROFESSIONAL’S Services is changed, the DESIGN PROFESSIONAL and OWNER shall establish compensation prior to commencing Work.

12.2.3 If the services covered by this Contract (exclusive of the construction warranty period) have not been completed within [insert months or other time frame] of the date hereof, through no fault of the DESIGN PROFESSIONAL, the amounts of compensation and rates set forth herein shall be subject to renegotiation.
SIGNATURES
IN WITNESS WHEREOF, the parties hereto have executed this Contract the day effective as of the last date below.

OWNER:  
College of Western Idaho

By: _________________________
Craig Brown
EVP of Operations

Date_________________________

DESIGN PROFESSIONAL:  

[Name]______________________

By: _________________________
Name:
Title:

Date:_______________________
EXHIBIT A – SUMMARY OF WORK

[also attach Design Professional’s Submission to RFQ 01-2022]
APPENDIX C - CONFLICT OF INTEREST/DEBARMENT
(to be signed upon signing of the Services Agreement)

CONFLICT OF INTEREST

No employee of College of Western Idaho (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any College of Western Idaho employee, Board of Trustee member or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the RFP or offer is made.

List below the name(s) of any College of Western Idaho employee, Board of Trustee member or close relative who now or within the preceding 12 months: (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than an owner of less than 1% of Offeror’s stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror.

Names

DEBARMENT/SUSPENSION STATUS

The Offeror certifies that it is not suspended, debarred, or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The Offeror agrees to provide immediate notice to the College of Western Idaho’s Vice President of Finance and Administration in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the RFP or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named and that the information contained in this document is true and accurate to the best of their knowledge.

Authorized Signature: ___________________________ Title: ___________________________

Name Printed: ___________________________ Company Name: ___________________________

Address ___________________________ City/State/zip: ___________________________

Date ___________________________