

**City of Ammon, Idaho**

**Request for Qualifications (RFQ)  
for  
On Call Engineering Services**



## **1.0 INTRODUCTION**

The City of Ammon, Idaho is seeking statements of qualifications from qualified engineering firms for engineering and surveying services for ongoing and upcoming projects city-wide. The City of Ammon is in need of ongoing design and survey services to proactively address infrastructure issues as they arise. These tasks will be completed at the direction of the City Engineer and/or City Administrator.

## **2.0 GENERAL SCOPE OF WORK**

At a minimum, the tasks described in this section represent the Scope of Work requested by the responding firm.

### **2.1 On Call Consultant Services for General Civil Engineering Roadway Design**

The City of Ammon is seeking professional services for a variety of projects that may involve urban multi-modal roadway design. Many streets within the City of the Ammon are in need of repair or reconstruction due to their age. When deemed prudent and cost-effective, roadway reconstruction or re-surfacing projects will include underground utility upgrades within the project limits. Likewise, extensive utility upgrade projects often prompt the rehabilitation or full reconstruction of deficient roadways. Qualified firms will be required to perform all necessary field and office work to prepare plans, specifications, and engineer's estimates to City of Ammon's or other Public Agency's Standards, and work collaboratively with City and/or other funding agency personnel.

The design services and tasks listed below are a general example of those that will be required to be completed by the consultants:

1. Land Surveying- property and/or topographic
2. Roadway design
3. Water system design
4. Roadway design
5. Design of bikeways
6. ADA compliant pedestrian facilities
7. Parking facility design

Other peripheral tasks and duties may be assigned as necessary to meet the City's needs.

### **2.2 Consultant Services Agreement**

A Master Agreement between the City and the selected consultant will be executed. All City funded projects will utilize the Master and Task Order Agreements in Appendix A.

Once the Master Agreement is executed, the consultant will be considered for a Task Order Agreement as the City's need arises. The City must approve the scope of work, budget, and design schedule proposed by the selected consultant for each Task Agreement.

Federally and/or State funded projects will be subject to compliance with the guidelines of the funding agency.

### **3.0 SUBMITTAL REQUIREMENTS**

The City of Ammon will accept proposals for On Call Engineering Services at the office of the City Clerk, Ammon City Hall, 2135 South Ammon Rd, Ammon, ID 83406 until 4:00 PM local time on Wednesday, May 25, 2022. Electronic proposals are accepted. Electronic copies shall be emailed to the City Clerk, Kristina Buchan, at kbuchan@cityofammon.us by the deadline listed in this paragraph. No submittals will be accepted after that time and date. Proposals are limited to a maximum length of five (5) standard 8 ½" X 11" pages.

The City reserves the right to reject any or all proposals, or to accept any proposal, which in its judgment will best serve the City's interests. The City reserves the right to waive any and all informalities in the submittal process, or within any Statement of Qualifications. The City may require up to ninety days (90) days after opening the proposals to make a final decision. Any questions or requests for clarification related to this Request for Proposals should be submitted in writing to the City Clerk, Kristina Buchan, at kbuchan@cityofammon.us. Answers to the questions submitted shall be posted on the City's website. Only questions formally submitted to the City Clerk will be addressed. Candidates interested in submitting Proposals shall be responsible to check the website for updated responses to questions.

Candidates should include a cover letter with their Proposals, addressed to Mayor Sean Coletti and the Ammon City Council. All costs incurred by the candidate in preparing a response to this Request for Proposals shall be at the submitting parties sole expense.

### **3.1 SUBMITTAL CONTENT**

Submittals are to include the following information: Firm/consultant name, address, telephone and fax numbers, e-mail address, certificate of authority to do business in the State of Idaho, and Name of Principal-in-Charge together with the name of the Project Manager and Organizational Structure assembled to accomplish the project goals.

Submittals will be evaluated and ranked based on the following criteria:

1. Key personnel.
2. Experience with transportation design and engineering.

3. Location and availability of qualified personnel, including Project Manager.
4. Approach to Proposal, including scope of services proposed (including future service enhancements).
5. Past and present successful transportation projects.

**4.0 SELECTION CRITERIA**

The City of Ammon will review all Proposals submitted by the time and date specified according to the factors and criteria included within this Request for Proposals. The City will consider the following factors in its review of the Proposals received:

Factor	Weight Given
1. Responsiveness of the written proposal to the stated purpose and scope of work.	20%
2. Proposal approach, proposed scope of services.	20%
3. Firm/consultant Experience & Qualifications of Personnel.	20%
4. Past successes and performance of the candidate on related and relevant projects.	25%
5. Location of firm/consultant.	15%

The best qualified candidate, all factors considered, will be selected for agreement discussions. The City will negotiate an agreement based on the candidate’s qualifications and presented contract.

**5.0 CONTRACT CONSIDERATIONS**

Upon selection, the City of Ammon, Idaho intends to negotiate terms of a Technical Services Agreement with the candidate deemed to serve the best interests of the City. If contract negotiations are unsuccessful, the City reserves the right to negotiate with the next highest-ranked candidate. The City is not under any obligation to award a contract.

**5.1 TERM OF AGREEMENT**

The initial term of the agreement is to be (5) five years with the option to renew for an additional one (1) year term.

**5.2 INSURANCE**

The Proposer will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses,

and attorney's fees arising out of a willful or negligent act or omission of the Proposer in the performance of this contract. The City will not be responsible for the negligence of the Proposer, or any of its agents, employees, or customers.

The Proposer shall procure and maintain for the duration of the contract, insurance for all claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Proposer, his agents, representatives, employees, or sub-contractors. The cost of such insurance shall be borne by the Proposer and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder. Said insurance shall be maintained during the entirety of said contract term and shall name the City of Ammon as an additional insured on said policy.

The City may, at any time request proof of current insurance on any one or all of the coverage's required below. The failure to maintain current insurance as required below may result in the termination of the contract, save and except the Proposers obligations to indemnify the city from all claims.

### **5.3 CANCELLATION CLAUSE**

The City intends to enter into a (2) two year agreement with the option to renew for and additional two (2) year term, based on successful performance of the Consultant, as determined by the City Council.

Either party may terminate for cause or breach of contract at any time.

Either party may terminate the agreement without cause by giving one hundred eighty (180) days' notice.

## Appendix A

### ON CALL ENGINEERING SERVICES MASTER AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **The City of Ammon, Idaho**, hereinafter called "OWNER" and \_\_\_\_\_, hereinafter referred to as "ENGINEER" hereby acknowledge and reduce in writing an AGREEMENT made on or about the above date.

THAT WHEREAS, the OWNER recognizes the need for professional and technical services relating to Engineering/Surveying Services.

WHEREAS, the OWNER recognizes the ENGINEER as having the necessary expertise and experience to perform the services and that it is properly qualified and licensed in the State of Idaho for this work;

NOW, THEREFORE, OWNER and ENGINEER agree as follows:

#### SECTION 1 - PROFESSIONAL SERVICES

1.1 The professional engineering services to be rendered by ENGINEER shall be as follows:

See specific WORK TASK ORDER(s) for scope(s) of work of work task(s).

#### SECTION 2 – WORK TASK SCHEDULE

2.1 See specific WORK TASK ORDER(s) for work task schedule(s).

### SECTION 3 - PAYMENT TO ENGINEER

- 3.1 It is hereby understood and agreed that the ENGINEER will provide engineering services to the OWNER in accordance with the scope of work (paragraph 1.1).

MONTHLY PROGRESS BILLINGS, CONTRACT MAXIMUM. For all services and materials pertinent hereto the ENGINEER shall bill the OWNER monthly at the specific billing rates for each staff type indicated on the Cost Worksheet attached to each WORK TASK ORDER for the actual number of hours worked by employees and the actual number of equipment hours or units used, up to a **maximum as shown on the WORK TASK ORDER**. The rates charged for services are based on the ENGINEER's current Fee Schedule which is modified periodically. All services rendered after a new Fee Schedule is in effect shall be billed to OWNER at the new rates.

- 3.2 DELAYS. The ENGINEER is not responsible for damage or delay in performance caused by events beyond the control of ENGINEER. In the event ENGINEER's services are suspended, delayed, or interrupted for the convenience of the OWNER or delays occur beyond the control of ENGINEER, an equitable adjustment in ENGINEER's time of performance, cost of ENGINEER's personnel and subcontractors, and ENGINEER's compensation shall be made.

- 3.3 PAYMENT TERMS. OWNER agrees to make prompt payments in response to ENGINEER's invoices. OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, on invoices which are not paid within forty-five (45) days from the date of invoice. ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend performance of its services under this AGREEMENT until all past due amounts

have been paid in full.

#### SECTION 4 - MISCELLANEOUS PROVISIONS

- 4.1 STANDARD OF PERFORMANCE. All of ENGINEER's services under this AGREEMENT shall be performed in a reasonable and prudent manner in accordance with generally accepted engineering practices.
- 4.2 ADDITIONAL SERVICES. Engineering services or items which are not considered within the scope of work as set forth in paragraph 1.1 of this AGREEMENT may be provided by the ENGINEER under an extension of this contract or under separate contract with the OWNER.
- 4.3 OWNER-PROVIDED SERVICES AND INFORMATION. The OWNER shall furnish the ENGINEER available studies, reports, and other data pertinent to ENGINEER's services; obtain or authorize ENGINEER to obtain or provide additional reports and data as required; furnish to ENGINEER services of others as required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all information and services provided by OWNER or others in performing ENGINEER's services under this AGREEMENT.
- 4.4 OWNER-PROVIDED ACCESS. The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this AGREEMENT.
- 4.5 OWNERSHIP AND RE-USE OF DOCUMENTS. Original documents, methodological explanations, drawings, designs, and reports generated by this AGREEMENT shall belong to and become the property of OWNER in accordance with accepted standards relating to public works contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of



OWNER.

Documents, including drawings and specifications, prepared by ENGINEER pursuant to this AGREEMENT are not intended or represented to be suitable for reuse by OWNER or others on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom. Any such certification or adaptation of completed documents will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

- 4.6 INSURANCE. The ENGINEER maintains, at its own expense, workers compensation, commercial general liability, automobile liability, and professional liability insurance policies with limits at or above that which is reasonably required in the industry and will, upon request, furnish certificates of insurance to OWNER.
- 4.7 SUCCESSORS AND ASSIGNS. OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this AGREEMENT. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this AGREEMENT without the written consent of the other.
- 4.8 SEVERABILITY. If any provision of this AGREEMENT is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term, or condition.

- 4.9 LIMITATION OF LIABILITY. ENGINEER's potential liability to OWNER and others is grossly disproportionate to ENGINEER's fee due to size, scope, and value of the PROJECT. Therefore, unless OWNER and ENGINEER otherwise agree in writing in consideration for an increase in ENGINEER's fee, OWNER agrees to limit ENGINEER's liability to OWNER to the greater of \$50,000.00 or the amount of ENGINEER's fee for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's professional negligent acts, errors, or omissions, and OWNER hereby releases and holds harmless ENGINEER from any liability above such amount.
- 4.10 INDEPENDENT CONTRACTOR. ENGINEER and OWNER agree that ENGINEER is an independent contractor. ENGINEER shall be solely responsible for the conduct and control of the work performed under this AGREEMENT. ENGINEER shall be free to render consulting services to others during the term of this AGREEMENT, so long as such activities do not interfere with or diminish ENGINEER's ability to fulfill the obligations established herein to OWNER.

## SECTION 5 - LEGAL RELATIONS

- 5.1 INDEMNIFICATION. Each party (the "indemnifying party") agrees to indemnify and hold harmless the other party and any of its principals, agents, and employees, from and against all claims, loss, liability, suits, and damages including attorney's fees, charges, or expenses to which such other party or any of them may incur to the extent they arise out of or result from any negligent act or omission caused by the indemnifying party or its agents or employees.
- 5.2 HAZARDOUS SUBSTANCE INDEMNIFICATION. With respect to claims, damages, losses, and expenses which are related to hazardous waste,

pollutants, contaminants, or asbestos on or about the OWNER's property, the OWNER shall, to the extent permitted by law and to the extent ENGINEER is not the cause of such waste, pollutants, contaminants, or asbestos, indemnify, and hold harmless ENGINEER and its employees, subconsultants, or agents from and against all such claims against ENGINEER related thereto.

5.3 CONTRACTOR'S METHODS, PRICES. The ENGINEER has no control over the cost of labor, materials, equipment, or other services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or omissions on the site. Any cost estimates provided by ENGINEER will be made on the basis of its experience and judgment. ENGINEER cannot and does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from cost estimates prepared by ENGINEER.

5.4 CONTRACTOR'S PERFORMANCE INDEMNIFICATION, ADDITIONAL INSUREDS. If the PROJECT involves construction of any kind, the parties agree that OWNER and ENGINEER shall be indemnified by the Contractor to the fullest extent permitted by law for all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for negligence that arises out of the OWNER or ENGINEER. Both OWNER and ENGINEER shall be named as additional insureds by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

5.5 CONTRACTOR'S SAFETY METHODS. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and shall not be responsible for Contractor's failure to carry

out work in accordance with the Contract Documents.

- 5.6 LIMITATION OF RIGHTS. The services to be performed by ENGINEER are intended solely for the benefit of the OWNER. Nothing contained herein shall confer any rights upon or create any duties on the part of ENGINEER toward any person or persons not a party to this AGREEMENT including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
- 5.7 DISPUTE RESOLUTION. All disputes between ENGINEER and OWNER, with the exception of non-payment issues, shall first be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit was not filed prior to ninety (90) days after service of notice.

## SECTION 6 - TERMINATION OF AGREEMENT

- 6.1 This AGREEMENT may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; providing that no such termination may be effected unless the other party is given (1) not less than thirty (30) days written notice (delivered by certified mail, return receipt required) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

6.2 If this AGREEMENT is terminated in whole or in part by OWNER for reasons of default by ENGINEER, a negotiated adjustment in the price provided for in this AGREEMENT shall be made, however, no amount shall be allowed for anticipated profit or unperformed services. If termination for default is effected by ENGINEER, the negotiated adjustment shall include a reasonable profit on that portion of the work performed. The equitable adjustment for any termination shall provide payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to obligations and commitments as a result of entering into this AGREEMENT.

#### SECTION 7 - ENTIRE AGREEMENT

7.1 This Engineering Services AGREEMENT shall remain in effect throughout the duration of the WORK TASK ORDER(s). This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT, to be effective, shall be in writing and signed by the OWNER and ENGINEER.

#### SECTION 8 - GOVERNING LAW

8.1 This AGREEMENT is to be governed by and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper offices duly authorized as of the day and year first above written.

SIGNATORY

<p>Name of Engineer:</p> <p>By: _____</p>	<p>Name of Owner: City of Ammon</p> <p>By: _____ _____ _____</p>
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