



May 6, 2026

REQUEST FOR QUALIFICATIONS (RFQ)

TO: Architects, Engineers, and Construction Managers

FROM: Glyn Roberts, Purchasing Agent, Idaho Department of Water Resources (IDWR) on behalf of the Idaho Water Resource Board

SUBJECT: Owner's Advisor Services for the Dworshak Small Hydropower Plant

The Idaho Water Resource Board (IWRB) is seeking Owner's Advisor Services for the Dworshak Small Hydropower Plant located in Ahsahka, Idaho.

Statement of Qualifications (SOQ) must be received before 4:00 p.m. MDT on June 25, 2026, at:

IWRB-RFQ No. 2026-03
Idaho Department of Water Resources
322 E Front Street, Suite 648
Boise, ID 83702

All questions about this RFQ should be in writing and emailed to:

Glyn Roberts, Purchasing Agent
Idwr.purchasing@idwr.idaho.gov

All interested Respondents are required to attend a mandatory informational meeting to provide further clarification and answer questions. The meeting will be held at the IDWR main office, 322 E Front Street, 6th floor, in Boise, on ~~Wednesday~~, May 14, at 2:00 p.m. MDT. A web conference link for the meeting will be available to Respondents who are unable to attend in person. Contact Glyn Roberts by email at [idwr.purchasing@idwr.idaho.gov](mailto:Idwr.purchasing@idwr.idaho.gov) for the meeting link. An email list of interested Respondents will be created by those attending the mandatory informational meeting for addenda and other notifications for the RFQ.

An optional walk-through will be held on-site at the Power Plant on May 27, 2026, at 10:00 a.m. PDT to provide further clarification and answer questions. Each person attending the on-site walk-through must RSVP by completing a Non-Disclosure Agreement (NDA), attached in Attachment A to this RFQ. The deadline to submit the NDA form to Glyn Roberts at

IDWR.purchasing@idwr.idaho.gov is May 22, 2026, at 5:00 p.m. MDT. The Power Plant is located on Road A, near Ahsahka, ID 83520.

Latitude 46°30'14.4"N Longitude 116°19'04.8"W

PROPOSED DATES:

| | |
|---|------------------------------|
| Mandatory Informational Meeting | May 14, 2026, 2:00 p.m. MDT |
| Optional On-Site Informational Walkthrough | May 27, 2026, 10:00 a.m. PDT |
| Last Day to Submit RFQ Questions | June 2, 2026 |
| Addendum Issued | June 8, 2026 |
| SOQ Submission Deadline | June 25, 2026, 4:00 p.m. MDT |
| SOQ Opening | June 25, 2026, 4:05 p.m. MDT |
| Short-List Announcement | July 10, 2026 |
| Interview Top Scoring Respondents (Virtual) | Week of July 20, 2026 |
| Selection/Negotiations | August 2026 |

Owner's Advisor services will be funded by the State of Idaho through the IWRB. The IWRB will manage the individual or team according to the terms and conditions of the awarded contract, State laws, and guidelines. A Project Coordinator from the IWRB will be assigned to serve as project coordinator and liaison between the IWRB and the selected Owner's Advisor.

DEFINITIONS

- A. "Power Plant" or "Plant" shall refer to the Dworshak Small Hydropower Plant, located at 46°30'14.4"N 116°19'04.8"W.
- B. "Condition Assessment" shall mean the effort to assess the current state of the Dworshak Small Hydropower Plant and identify systems needing replacement or repair.
- C. "Operations and Maintenance Contractor" or "O&M Contractor" shall mean the contractor employed by the IWRB to operate and maintain the Plant.
- D. "Subcontractor" shall mean an individual or team employed by the O&M Contractor who will perform supplemental work on behalf of the O&M Contractor or any person directly or indirectly in privity with the O&M Contractor. This work may include the furnishing of labor, materials, equipment, supplies, services, or similar.
- E. "Contract" shall mean the Contract for Owner's Advisor Services, to be completed and signed by both the IWRB and the Owner's Advisor once an Owner's Advisor has been selected and negotiations facilitate an agreement between the two parties regarding compensation and a scope of work.

1. DESCRIPTION OF PROJECT

The Dworshak Small Hydropower Plant is a 3MW power plant located approximately 1 mile south of the Dworshak Dam on the North Fork of the Clearwater River. The Power Plant sits atop a distribution structure that provides water to the Dworshak National Fish Hatchery. Water is provided for the Plant's two generators via two penstocks from the dam and discharged into the distribution structure.

The Power Plant was constructed in June of 2000 for a cost of \$5.5 Million. The Plant's output, approximately 17.5 GWh per annum, is transmitted to the Bonneville Power Authority through a wheeling agreement with the local power utility, Clearwater Power.



Figure 1: Dworshak Small Hydro Power Plant

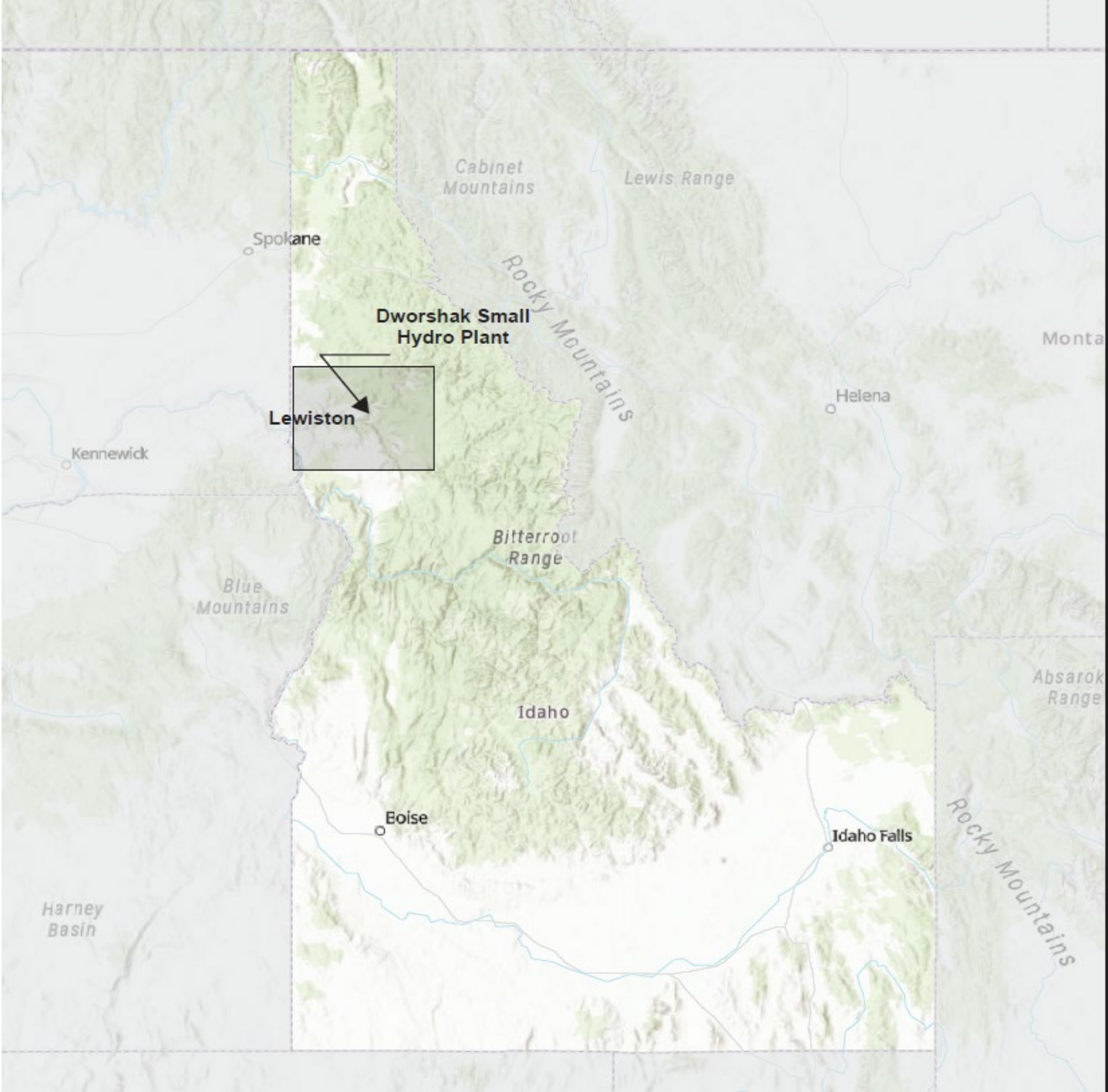


Figure 2: Location of the Dworshak Small Hydro Plant

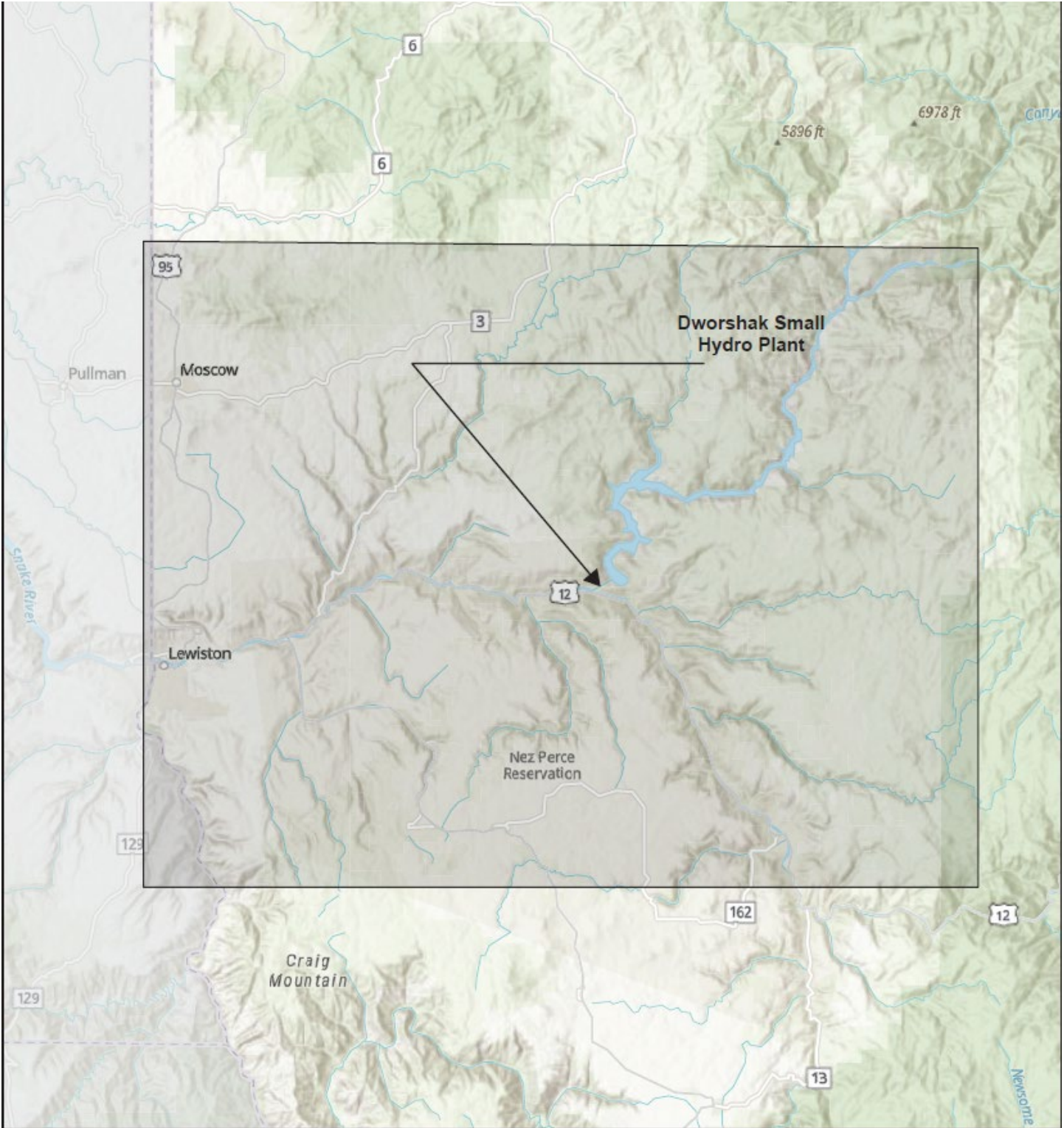


Figure 3: Location of the Dworshak Small Hydro Power Plant

2. DESCRIPTION OF REQUIREMENTS

2.1 REQUIRED SERVICES

The IWRB is seeking an Owner's Advisor (OA) to assist with the Dworshak Small Hydropower Plant. The IWRB may request the OA's assistance with some or all of the following tasks:

1. Selecting an O&M Contractor to operate and maintain the Plant.
2. Conducting a Condition Assessment of the Plant, including the following:
 - a. Turbines and generators
 - b. On-site overhead and jib cranes and hoists
 - c. Electrical controls
 - d. Synchronizer
 - e. Flow and tank level sensors and controls
 - f. Plumbing
 - g. Building envelope
 - h. Retaining wall stability
3. Developing and maintaining a multi-year facilities plan for the Plant.
4. Developing and maintaining an emergency action plan for the Plant.
5. Developing and maintaining operation and maintenance plans and procedures for the Plant.
6. Developing and maintaining safety plans and procedures for the Plant.
7. Performing engineering work needed to implement the multi-year facilities plan for the Plant.
8. Evaluating work proposals from the O&M Contractor and other Subcontractors.
9. Evaluating the quality of work performed by the O&M Contractor and other Subcontractors as needed.
10. Developing procedures for reacting to emergencies, unscheduled maintenance, and other unplanned events.
11. Attending meetings between the IWRB, OA, O&M Contractor, Subcontractor(s), Fish Hatcheries, and other agencies as required.
12. Providing presentations and updates to the IWRB as required.

2.2 DUTIES AND RESPONSIBILITIES

- The OA must disclose promptly to IWRB any matters that may give rise to a potential conflict of interest on its part while performing its duties.
- Except as required for the discharge of its duties to IWRB under the Contract, or required by subpoena or court order, the OA agrees to hold in the strictest confidence all information, documents, and materials obtained or developed in connection with its services under the Contract, and that the OA should reasonably know to be of a confidential or sensitive nature.
- OA to provide all necessary office equipment and supplies to perform required duties and responsibilities, computer, cell phone, etc.
- Work Product Ownership: All work products of the OA including reports, charts, sketches, plans, specifications, computer programs, or similar documents become the sole property of the IWRB and may not be copyrighted or resold by the OA. Access to State files, software, programs, and contracted services will be provided as necessary to facilitate consistency with the IWRB's Project Management procedures and policies.
- Plan Security: The OA acknowledges that the plans pertaining to any IWRB project have been declared exempt from public record inspection for security reasons. The OA hereby expressly acknowledges and agrees to disclose plans only to a licensed architect, engineer, or contractor who is bidding on or performing work on or related to buildings, facilities, infrastructures, systems, or other structures owned, operated, or leased by the state.

2.3 GENERAL REQUIREMENTS

- Pricing: the OA shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain details of services, including rates and hours of work performed and rates of pay. Invoicing must also contain a detail of mileage from the work location to the IWRB's office. The IWRB shall not be responsible for any unauthorized expenses of the OA.
- The IWRB agrees to pay the OA an hourly rate of pay with straight time for any time over eight hours, including weekends and holidays, based on hours worked. Hours are on an as-needed basis with a schedule developed with the OA. Invoicing shall be submitted on a monthly basis.
- The OA shall provide professional liability insurance, unless waived in writing by the IWRB, 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 the Contract. The OA must maintain such liability insurance for two (2) years from the date services are last provided under the Contract. The OA shall be responsible for paying all premiums, deductibles, and all costs not covered by such insurance.
- Any insurance provided 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 or statement of financial responsibility 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 IWRB thirty (30) calendar days written notice by certified, or registered mail, return receipt requested.

- The OA shall indemnify, defend and save harmless the State of Idaho, the IWRB, their 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 OA or the OA's Subcontractors caused by or arising out of the negligent performance, act, or omission by the OA of any term of this Contract.
- The OA and any associated Subcontractors may be required to submit to a Security Screening by the U.S. Army Corps of Engineers to obtain access to the Penstocks and monitoring equipment located within Dworshak Dam.
- It is essential that the OA Team be adequately staffed with experienced personnel capable of and devoted to the successful accomplishment of work to be performed under the Contract. The specific individuals listed in the proposal, including the Lead Consultant, shall be assigned to the key positions and shall not be removed or replaced without written approval of the IWRB. Replacement personnel submitted for approval must have qualifications and experience at least equal to those listed in the proposal. The Lead Consultant must be licensed as a Professional Engineer in the State of Idaho.

3. EVALUATION CRITERIA AND PROCESS

3.1 COMPANY OVERVIEW AND EXPERIENCE

- A. Provide an overview of the Company.
- B. Provide at least one example in which the company has served as an Owner's Advisor for a small hydropower plant or similar industrial facility within the past five years.
- C. Provide at least one example in which the company has conducted a Condition Assessment of a small hydropower plant within the last five years. Provide at least one reference for a Condition Assessment.
- D. Provide at least one example of each of the following for a small hydropower plant. Note that documents may be redacted to remove sensitive or owner identifying information:
 - a. Facilities Plan
 - b. Operations and Maintenance Plans and Procedures
 - c. Safety Plans and Procedures
 - d. Emergency Action Plans and Procedures

3.2 TEAM ORGANIZATION AND EXPERIENCE

Describe how the OA Team will be organized. Include the names and roles of each team member.

- A. For the Lead Consultant, please provide the following:
 - a. A resume describing the Lead Consultant's qualifications, including relevant experience as an OA, designer, contract manager, or contractor on projects involving small hydropower plants within the past five years. Provide references.

- b. Experience managing teams. Provide one or two examples with references for each. These may be the same references used in 3.2A(a).
 - c. The Lead Consultant's Idaho Professional Engineering License Number.
 - d. Any additional relevant licenses or certifications.
- B. For each additional key team member, please provide the following:
- a. The key team member's role on this project.
 - b. An explanation of how the team member's knowledge, skills, and experience will allow them to complement, augment, and assist the project manager.
 - c. Any relevant licenses or certifications.

3.3 EXPERIENCE PERFORMING A CONDITION ASSESSMENT OF A SMALL HYDROPOWER FACILITY

Identify the key team member(s) who will conduct the Condition Assessment of the Power Plant. Describe the key team members' experience performing Condition Assessments within the past five years and provide examples.

3.4 EXPERIENCE DEVELOPING AND WRITING FACILITIES PLANS, SAFETY PLANS AND PROCEDURES, EMERGENCY ACTION PLANS, AND OPERATIONS AND MAINTENANCE PLANS AND PROCEDURES

Identify the key team member(s) who will assist in developing and writing each of the following within the past five years. Describe each team member's experience and provide examples. Note that these may be the same examples provided in 3.1D.

- A. Facilities Plan
- B. Safety Plans and Procedures
- C. Emergency Operations Plans and Procedures
- D. Operations and Maintenance Plans and Procedures

3.5 EXPERIENCE IDENTIFYING, SELECTING, AND CONTRACTING WITH A QUALIFIED OPERATIONS AND MAINTENANCE CONTRACTOR

Identify the key team member(s) who will assist the IWRB in the selection of a qualified O&M Contractor. Provide examples in which the team member(s) identified above were involved in the selection of professional services contractors under State of Idaho procurement rules within the past five years.

3.6 EXPERIENCE PERFORMING ENGINEERING AND DESIGN WORK TO IMPLEMENT PLANT UPGRADES

Identify the key team member(s) who will perform engineering and design work needed to implement Plant upgrades. Describe each team member's experience and provide examples.

3.7 EXPERIENCE WITH PROJECT OVERSIGHT AND QUALITY ASSURANCE

Identify the key team member(s) who will assist the IWRB in overseeing implementation and evaluating contractors' work for conformance with plans and designs. Describe each team member's work and provide examples.

3.8 SUBMITTAL

Your submittal should conform to the following criteria:

- A. Completion and submission of the following documents in Attachment A:
 - a. Cover Page with the email address of primary contact person
 - b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - c. Non-Disclosure Agreement
 - d. Signature Page
- B. Include a Table of Contents.
- D. The body of the submission should:
 - a. Be no more than 25 pages long.
 - b. Be in a legible font no smaller than 11 points.
 - c. Contain a separate section for each of criteria 3.1 through 3.7 above.
- F. Submittal package should include five hard copies and a USB drive containing a PDF of the submittal.
- G. Include contact information for all references cited. These may be included in a separate section that will not be counted as part of the 25-page limit.
- H. Include copies of relevant licenses or certifications used to support team member qualifications. These may be in a separate section and will not be counted as part of the 25-page limit.

Failure to provide this information may result in your submittal not being considered.

3.9 EVALUATION AND RANKING

A selection committee will score each submittal package using the weighting criteria listed in Table 1.

As part of the process, the IWRB will conduct initial checking by phone or email of one or more of the references offered by the Respondent. Information obtained from the references may be used to verify the validity of information included in the SOQ. Non-responsive references, or references that fail to support applicable SOQ information, will be considered in scoring SOQs. Staff currently employed by IDWR shall be excluded from being named as a reference by the Respondent.

| Criterion Number | Criterion | Maximum Points Possible |
|-------------------------|--|--------------------------------|
| 3.1A | COMPANY OVERVIEW | 2 |
| 3.1B | COMPANY EXPERIENCE WITH SMALL HYDROPOWER PLANTS | 13 |
| 3.1C | COMPANY EXPERIENCE WITH CONDITION ASSESSMENTS | 8 |
| 3.1D | COMPANY EXPERIENCE DEVELOPING FACILITIES PLANS, O&M PLANS, SAFETY PLANS AND PROCEDURES, EMERGENCY ACTION PLANS AND PROCEDURES | 8 |
| 3.2A | TEAM ORGANIZATION AND EXPERIENCE: LEAD | 11 |
| 3.2B | TEAM ORGANIZATION AND EXPERIENCE: KEY TEAM MEMBERS. | 9 |
| 3.3 | EXPERIENCE PERFORMING A CONDITION ASSESSMENT OF A SMALL HYDROPOWER FACILITY | 12 |
| 3.4 | EXPERIENCE DEVELOPING AND WRITING FACILITIES PLANS, SAFETY PLANS AND PROCEDURES, EMERGENCY ACTION PLANS, AND OPERATIONS AND MAINTENANCE PLANS AND PROCEDURES | 12 |
| 3.5 | EXPERIENCE IDENTIFYING, SELECTING, AND CONTRACTING WITH A QUALIFIED OPERATIONS AND MAINTENANCE CONTRACTOR | 5 |
| 3.6 | EXPERIENCE PERFORMING ENGINEERING AND DESIGN WORK TO IMPLEMENT PLANT UPGRADES | 10 |
| 3.7 | EXPERIENCE WITH PROJECT OVERSIGHT AND QUALITY ASSURANCE | 10 |
| | | |
| | SUBTOTAL: SUBMITTAL PACKAGE | 100 |
| | INTERVIEW: | 25 |
| | TOTAL POINTS POSSIBLE | 125 |

Table 1: Weighting Factors

3.10 INTERVIEW PROCESS AND FINAL RANKING

The selection committee will conduct interviews with the three Respondents with the highest ranked submittal packages. The final ranking will be determined by the combined points from the submission and the interview. If the IWRB and top-ranked team are unable to negotiate a satisfactory Contract, the IWRB will begin negotiations with the second-ranked team, and so forth.

3.11 SELECTION

Upon selection of an OA, the IWRB will issue a letter of intent. However, final acceptance is contingent upon the successful negotiation of a Contract.

The contents of the submittal may be used in a legal Contract. Candidates should be aware that the methods and procedures proposed could become contractual obligations. The successful

firm will be required to sign a Contract including the contractual language provided in Attachment B.

The IWRB reserves the right to reject any or all proposals received as a result of this request. The IWRB may also negotiate separately with any source in any manner necessary to serve the best interests of the State of Idaho and the IWRB. Awards will be made based on submittals resulting from this request, subsequent interviews, and the associated ranking criteria noted above.

End RFQ

Attachment A

Cover Page

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Non-Disclosure Agreement

Signature Page



COVER PAGE

Company _____

Address _____

Primary Office Subsidiary Branch or Office (List below other offices of the firm.)

Contact Name _____

Idaho Professional Engineer License Number and Expiration Date _____

Telephone _____

Fax _____

Email _____

Year Present Firm Established: _____ Annual Gross Receipts: \$ _____

Type of Firm:

Corporation LLC Partnership Sole Proprietorship

Other _____

Other Firm Offices, if any:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

By signing this document, the Respondent certifies to the best of their knowledge and belief that except as noted on an attached Exception, the Respondent:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- B. has not within a three-year period preceding this Request for Qualifications been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- C. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. has not within a three-year period preceding this application/Request for Qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Request for Qualifications.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Respondent responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

COMPANY NAME

Signature of Responsible Party

Date



SIGNATURE PAGE

Originals and copies of the response shall be submitted in accordance with the solicitation documents. This signature page must be submitted with the original signature (ink or electronic) of an individual authorized to bind the submitting Respondent.

NO LIABILITY WILL BE ASSUMED BY THE IDAHO WATER RESOURCE BOARD FOR A RESPONDENT'S FAILURE TO OBTAIN ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE RESPONDENT'S RESPONSE TO THIS SOLICITATION.

Submit your response to: Idaho Department of Water Resources
Attn. Glyn Roberts
RFQ 2026-03
322 E Front Street, Suite 648
Boise, ID 83702

This RFQ response is submitted in accordance with all documents and provisions of the specified RFQ Number and Title provided below. By my signature, I accept the terms, conditions, and requirements contained in the solicitation, including, but not limited to, the Idaho Water Resource Board Standard Contract Provisions contained in Attachment B to this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the named Respondent. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

RFQ No: 2026-03 **RFQ Title:** Owner's Advisor Services for the Dworshak Small Hydropower Project

RESPONDENT (Company Name) _____

ADDRESS _____

CITY, ST, ZIP _____

PHONE: _____ FAX: _____ FEIN: _____

Email: _____

Signature

Date

Printed Name

Title

RETURN THIS SIGNATURE PAGE WITH YOUR STATEMENT OF QUALIFICATIONS

Attachment B

Draft Contract

CONTRACT FOR OWNER'S ADVISOR SERVICES

CONTRACT NO. XXXXX

This Contract, between the Idaho Water Resource Board (Board) and XXXXX (Contractor), references the following facts:

- A. The Board owns and operates the Dworshak Small Hydropower Project (Facility) on the North Fork of the Clearwater River near Orofino, Idaho.
- B. The Facility has been in continuous operation since its commissioning in 2000.
- C. There have been no significant changes or upgrades to the Facility since it was commissioned in 2000.
- D. Over the last five years, there have been increased incidences of unscheduled maintenance and downtime due to worn or aging equipment.
- E. The Board requests that the Contractor provide the services of an Owner's Advisor to conduct a condition assessment of the Facility; identify systems needing replacement or repair; assist the Board in procuring contractors to perform this work; and develop improved Facility operating, safety, and emergency procedures.

The parties agree as follows:

1. DEFINITIONS

- A. "Board" shall mean the Idaho Water Resource Board, Staff, and the Project Coordinator.
- B. "Days" shall mean calendar days unless specifically stated otherwise.
- C. "Key Professional Personnel" shall mean the identified individuals essential to the Project and can include those in the employ of Contractor as well as subcontractors of Contractor.
- D. "Project" shall mean the entire effort to assess the condition of the Facility; identify systems needing replacement or repair; procure contractors to perform that work; and develop improved operating, safety, and emergency procedures for the Facility.
- E. "Project Coordinator" shall mean that person appointed by the Board to administer this Contract on behalf of the Board and the term includes, except as otherwise provided in this Contract, an authorized representative of the Board's Project Coordinator acting within the limits of their authority.
- F. "Project Manager" shall mean that person appointed by the Contractor to administer this Contract on behalf of the Contractor.
- G. "Staff" shall mean the staff of the Idaho Department of Water Resources that perform work for the Board.

- H. “Subcontractor” shall mean one, not in the employment of any party to this Contract, who is performing part of those services under this Contract on behalf of the Contractor or any person directly or indirectly in privity with the Contractor, including the furnishing of labor, materials, equipment, supplies, services or otherwise. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

2. PROJECT COORDINATION

- A. The Board’s Project Coordinator shall be **XXXXXXXX**. The Board or anyone authorized to act on its behalf may change the Project Coordinator at any time by written notice served on the Contractor.
- B. The Contractor’s Project Manager shall be **XXXXXXXX**. The Project Manager shall have full authority to act on behalf of the Contractor, unless specified otherwise in this Contract.

3. SCOPE OF SERVICES

- A. The Scope of Services will be negotiated in phases. The initial phase, Phase I – Condition Assessment, is outlined in Attachment A, attached and incorporated by this reference. The scope of services for the remaining phases (Phase II – Facility Documentation, and Phase III – Contractor Procurement Services) will be negotiated as the time for each phase approaches. Each newly negotiated Scope of Services will be attached and incorporated into this Contract.
- B. Once the Board has issued a written Notice to Proceed, Contractor shall provide the services outlined in the Scope of Services.

4. IDAHO PROFESSIONAL LICENSE

- A. At all times during the Term of this Contract, the Project Manager must maintain a Professional Engineering License (PE) in at least one state within the United States.
- B. The Project Manager must hold a PE issued by the State of Idaho prior to submitting any professional document requiring an Idaho PE, including to any State of Idaho or federal agencies.
- C. Failure of the Project Manager to obtain an Idaho PE in time to submit a professional document required under the Scope of Services will constitute a breach of contract. When the Contractor discovers a breach of contract under this section, Contractor must immediately provide written notice to the Board. Contractor can cure such breach of contract by replacing the Project Manager with someone who has the required qualifications, as approved by the Board. Contractor must provide the Board an alternate candidate proposal no later than 10 days after the Board receives notice of Contractor’s breach of contract. The Board has 10 days to approve or disapprove of Contractor’s alternate candidate. If the Board disapproves of the alternate candidate, Contractor may provide within 10 days of the Board’s disapproval a second alternate candidate for the Board’s consideration. The Board has 10 days to approve or

disapprove the Contractor's second alternate candidate. If the Board disapproves the second alternate candidate, the Contract will be terminated for default pursuant to Section 12.

5. STANDARD OF PERFORMANCE

- A. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Contract will be the care, skill, and diligence others in the profession ordinarily exercise in like circumstances.
- B. Contractor shall be responsible for the technical accuracy of its services and documents resulting from Contractor's services. The Board shall not be responsible for discovering errors or omissions in the Contractor's services and documents. Contractor shall correct such errors or omissions without additional compensation except to the extent errors or omissions are directly attributable to deficiencies, errors, or inaccuracies in Board furnished information. The Board shall provide accurate information to the Contractor.
- C. If at any time during the performance of this Contract (Phases outlined in paragraph 3.A), Contractor observes what appears to be a deficiency in the Project, any nonconformance with federal, state or local law, rule or regulation, or has any objection to any decision or order made by the Board with respect to such laws, rules, or regulations, Contractor shall give prompt oral notice to the Project Coordinator. Notwithstanding the foregoing, any such observation or conclusion is for the limited purpose of increasing the Project Coordinator's awareness of the Project's progress and the Design-Builder and related parties remain primarily responsible for satisfying their obligations under their respective agreements. Oral notice shall be followed within 24 hours by written notice via email to the Project Coordinator. Any delay or failure on the part of the Board or Project Coordinator to provide a written response to Contractor will neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the Board's rights. This provision applies to Contractor's technical performance, observance of Design-Builder's activities, commissioning operations, and any work performed or document produced by any party involved in the Project.

6. CONFLICT OF INTEREST

- A. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or services of the Contractor by placing Contractor's own interests, or the interest of any party with whom Contractor has a contractual arrangement, in conflict with the interests of the Board.
- B. Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, and employees shall not engage in any transaction, activity, or conduct which would result in a conflict of interest. Contractor represents that it has disclosed any current or potential conflicts of interest.

- C. The Board, in its reasonable discretion, will determine the existence of a conflict of interest and will provide Contractor written notice which describes the conflict. The Board will have the right to terminate this Contract in the event Contractor fails to cure the identified conflict of interest to the reasonable satisfaction of the Board within 15 days after the notice is received.

7. AUTHORIZED PERSONNEL AND SUBCONTRACTORS

- A. All of Contractor's Key Professional Personnel, identified in Attachment B, will be assigned by Contractor to perform services under this Contract. It is the intent of the parties that all Key Professional Personnel be engaged to perform their specialty for all such services required by this Contract and that Contractor's Key Professional Personnel be retained for the Term of this Contract to the extent practicable and to the extent that such services maximize the quality of services performed under this Contract.
- B. If Contractor decides to replace any of its Key Professional Personnel, it shall notify the Board in writing of the changes it desires to make. No replacement of Key Professional Personnel shall be made until the replacement is approved in writing by the Board. The Board's approval will not be unreasonably withheld. The Board will respond to the Contractor's written notice within 15 days after the Board receives the list of Key Professional Personnel which Contractor desires to replace. If the Board does not respond within that time, the identified Key Professional Personnel will be deemed to be approved by the Board. It is the Board's expectation that Contractor will make all reasonable efforts to ensure the Project Manager is available for the duration of the Project.
- C. If during the term of this Contract, the Board or the Project Coordinator determines that the performance of approved Key Professional Personnel or subcontractor is not acceptable, the Project Coordinator will notify Contractor and give Contractor the time which the Project Coordinator considers reasonable to correct such performance. If the performance is not adequately corrected, the Project Coordinator may require the Contractor to reassign the Key Professional Personnel or subcontractor. If the Project Coordinator notifies the Contractor that Key Professional Personnel or subcontractor must be reassigned, Contractor shall use its best efforts to obtain adequate substitute personnel within 15 days from the date of notice.
- D. While the Contractor may retain and subcontract with subcontractors to provide services under this Contract, no final agreement with any subcontractors shall be entered into without the prior written consent of the Project Coordinator. Request for approval of subcontractors must be made in writing and include a description of the nature and extent of the services to be provided by the subcontractor, the name, address, the professional experience, qualifications of the subcontractor, and any other relevant information. Approval of the subcontractor shall not relieve Contractor of any obligation under this Contract. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all right to make a claim of payment against the Board, the Idaho Department of Water

Resources, or the State of Idaho arising out of the performance of services under this Contract. Subcontractors listed in Attachment B will be deemed acceptable unless the Board or Project Coordinator subsequently issues a notification of rejection.

- E. Contractor shall not retain any subcontractor to perform services under this Contract if the Contractor is aware, after a reasonable inquiry, that the subcontractor is connected with the sale or promotion of equipment or materials which are or may be used on the Project or that any other conflict of interest exists. In some circumstances, the Board may permit a waiver in writing of the subcontractor's conflict of interest provided that Contractor has fully disclosed any conflict of interest.

8. COMPENSATION

- A. This Contract is a not to exceed contract. Upon presentation of invoices associated with the Scope of Services, the Board shall pay the Contractor up to a total amount not to exceed \$[Contract Amount]. This amount shall include all labor, materials, and other direct and indirect costs to accomplish the Scope of Services based on the fee schedule in Attachment C, incorporated by this reference.
- B. The Scope of Services will be comprised of phases. Each phase of work will be negotiated as a not to exceed amount. The cost not to exceed of Phase I: Design-Build Procurement Services is \$[Contract Amount].
- C. Contractor shall submit invoices on a monthly basis to IDWRpayable@idwr.idaho.gov. Invoices shall contain:
 - i. the Contract number from Page 1 of this Contract,
 - ii. the Contractor's name, address, and telephone number,
 - iii. invoice number,
 - iv. amount of the billing,
 - v. the time frame covered by the invoice,
 - vi. a listing of work and by whom that has been completed, and
 - vii. an accounting of labor and invoices for materials, travel, and other costs.
- D. The Board will review and, upon approval, pay invoices in accordance with Idaho Code § 67-2302.
- E. Contractor shall pay any subcontractor in accordance with Contractor's agreement with the subcontractor upon Contractor's receipt of payment from the Board for undisputed services provided by the subcontractor.

9. TERM

This Contract shall take effect when both parties have signed it. The date of this Contract will be the date the Contract is signed by the last party to sign it and shall continue in effect until **add date**, unless terminated earlier or extended in accordance with the provisions of this Contract.

10. LIMITATION OF PROGRAM FUNDS

- A. The Contractor acknowledges that the Board cannot obligate funds prior to obtaining funding approval.
- B. The Board certifies that state funds are presently available and authorized for expenditure to pay the portion of costs which will accrue during the current state fiscal year.
- C. The Contractor agrees that all obligations of the Board, including the continuance of payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event state funds become unavailable as determined by the Board, the Board may immediately terminate this Contract or amend it accordingly. In no event shall the Board be liable for any payments in excess of approved or appropriated funds available for this Project.

11. TERMINATION FOR CONVENIENCE

- A. The Board may terminate for its convenience this Contract in whole or in part. In such event, the Board shall serve a written Notice of Termination for Convenience on the Contractor by deposit in the United States mail, as certified, return receipt requested with proper postage affixed. Notice of Termination for Convenience shall be deemed served upon its receipt.
- B. The Contractor shall not incur after the date of service of the Notice of Termination for Convenience any non-cancellable obligations, except as authorized in the written Notice of Termination for Convenience.
- C. If a termination for the convenience of the Board is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all non-cancellable obligations incurred prior to receipt of a Notice of Termination for Convenience.
- D. In the event of a termination for convenience, the Contractor shall submit to the Board a summary detailing all completed work required by this Contract within 20 days of termination.

12. TERMINATION FOR DEFAULT

- A. In addition to any termination of this Contract in accordance with Section 11, the Board may terminate this Contract in whole or in part because of the failure of the Contractor to fulfill its obligations. Once notice of breach is served on Contractor, except as in Section 4.C, Contractor will have 20 days, or as otherwise specified by the Board, to cure. If Contractor fails to cure, the Board may serve notice of termination on the Contractor. Upon receipt of Notice of Termination for Default, the Contractor shall immediately discontinue all services affected. Oral notice of termination by the Board is effective when given, but in such a case, the Board shall confirm with written Notice of

Termination for Default by deposit in the United States mail as certified, return receipt requested. The effective date of termination for default if no oral notice is given shall be the date of receipt of Notice of Termination for Default.

- B. Under a termination for default, Contractor is entitled to payment only for work accepted by the Board.
- C. The rights and remedies of the Board provided in this Contract are in addition to any other rights and remedies provided by law.

13. INDEMNIFICATION

- A. Contractor shall indemnify, defend and hold harmless the Board, Idaho Department of Water Resources and the State of Idaho, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, reasonable attorney fees, and suits to the extent caused by or arising out of Contractor's negligent or wrongful acts or omissions under this Contract, Contractor's failure to comply with applicable state or federal statute, law, regulation, or rule, or Contractor's failure to perform its responsibilities as set forth in this Contract. The Board shall not be relieved from liability for its own negligence and that of Staff. The review, approval or acceptance by the Board, its Project Coordinator or Staff of documents or other work product prepared or submitted by Contractor shall not relieve Contractor of its responsibilities to provide such work product in conformity with the Board's requirements as set forth in this Contract and to indemnify the Board, Project Coordinator and Staff from claims and losses resulting from Contractor's failure to adhere to the Standard of Performance described in Section 5.
- B. To the fullest extent permitted by law, Contractor's total liability to the Board and anyone claiming by, through or under the Board for any cost, loss, or damages caused only in part by the negligence of the Contractor shall not exceed the percentage share that the Contractor's negligence bears to the total negligence of the Board, the Board's Project Coordinator, or Staff.
- C. Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Contractor's subcontractors, that impact Project completion or success. Contractor is responsible for the accuracy of any information prepared by Contractor that it provides to third parties.
- D. If the Board requests, Contractor will provide assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Board on issues related to the Project. All other services required or requested of the Contractor, except for suits or claims among the parties to this Contract, will be reimbursed as mutually agreed, and payment for such services shall be in accordance with Section 8, Compensation. Contractor shall bear all such costs incurred to the extent of the Contractor's negligent or wrongful acts, errors, or omissions.

- E. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

14. NO PERSONAL LIABILITY

In no event shall any official, officer, employee, or agent of the Board, Idaho Department of Water Resources, or the State of Idaho be personally liable for any representation, statement, covenant, warranty, or obligation contained in, or made in connection with, this Contract, express or implied.

15. WORKER'S COMPENSATION INSURANCE

Unless the Contractor is exempt under the provisions of Idaho Code § 72-212, the Contractor warrants that it has purchased worker's compensation insurance for Contractor and all employees engaged in the performance of this Contract and ensured its subcontractors have done the same. Contractor shall provide the Board with a Certificate of Insurance to verify the same within 15 days of the execution of this Contract. The Contractor shall notify the Project Coordinator within 10 days of it becoming aware of any change in the status of its or its subcontractor's worker's compensation insurance.

16. INSURANCE

- A. Contractor shall obtain and maintain insurance at its own expense as required in Section 16.C for the duration of the Contract with insurance companies properly authorized or licensed to do business in Idaho. Evidence of insurance coverage or self-insurance shall be in the form of a certificate of insurance or statement of financial responsibility and shall include a provision that cancellation provided by such policy or policies will be ineffective without first giving the Board 30 days written notice. If the insurance company refuses to renew the policy, or there is a material change in the nature or extent of the coverage, Contractor shall give the Board 30 days written notice of such occurrence.
- B. All insurance, except for Worker's Compensation and Professional Liability/Errors and Omissions, shall name the Board and the State of Idaho as Additional Insured.
- C. Contractor shall maintain insurance in amounts not less than the following:
- Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$4,000,000 aggregate.
 - Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$ 1,000,000 each accident.
 - Professional liability insurance covering claims caused by errors or omissions of Contractor. Combined single limit per claim shall not be less than \$1,000,000 or the equivalent. If professional liability insurance is obtained through a "claims made" policy, this coverage or its replacement shall have a retroactive date of no later than

the Date of this Contract. The Contractor must maintain professional liability insurance for 2 years from the date services are last provided under this Contract.

- D. Contractor shall be responsible to pay all premiums, deductibles, and all costs not covered by the required insurance.

17. RELATIONSHIP OF THE PARTIES

- A. The parties intend to create by the terms of this Contract an independent contractor relationship between the Board and the Contractor.
- B. The parties do not intend to create by the terms of this Contract the relationship of employer and employee. Contractor's status under this Contract shall be that of an independent contractor and not that of an agent or employee of the state. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions, and similar items. Contractor shall indemnify the Board and the State of Idaho and hold them harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorney fees, and costs that may be made or assessed against the Board or the State of Idaho arising out of Contractor's failure to pay such taxes, fees or contribution.
- C. The Board will rely on Contractor to provide information, consultation regarding professional engineering services, and recommendations based on professional judgment in accordance with applicable standards of care throughout the entire Project. However, Contractor shall not have any decision-making authority over any part of the Project.

18. ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES

- A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any moneys due or to become due hereunder, without the prior written consent of the Board.
- B. In the event a delegation of duties or an assignment of benefits is approved by the Board, the Contractor shall remain responsible and agrees to bind every such delegate or assignee to comply with the terms and conditions of this Contract.

19. WAIVER, MODIFICATION, OR AMENDMENT

No waiver, modification, or amendment of this Contract or of any covenants, conditions, or limitations herein contained shall be valid unless in writing duly executed by both parties. The parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

20. PUBLIC RECORDS

Pursuant to Idaho Code Title 74, Chapter 1, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption. The Board will not accept the marking of an entire document as exempt. In addition, the Board will not accept a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the Board against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring such a designation or for the Contractor’s failure to designate individual documents as exempt. The Contractor’s failure to designate as exempt any document or portion of a document that is released by the Board shall constitute a complete waiver of any and all claims against the Board, Idaho Department of Water Resources, and the State of Idaho for damages caused by any such release.

21. CONFIDENTIALITY

- A. During the Term and for a period of 5 years after the Term, the Contractor will keep confidential any information obtained under this Contract including information about assets, business, operations, financial condition, other prospects, and any information marked confidential (Confidential Information). However, any information marked confidential by the United States of America (US) shall remain confidential until the US determines the information is no longer confidential. Contractor will only use Confidential Information in connection with the Scope of Services outlined in the Contract and shall not disclose Confidential Information or any advice given by Contractor to the Board and Staff to any third party except (a) to Contractor’s legal counsel as reasonably necessary in connection with the provision of services hereunder, (b) with the Board’s prior written approval, or (c) under a valid order of a court or governmental agency of competent jurisdiction. The Contractor will notify the Board of the proposed court- or agency-ordered disclosure as far in advance of such disclosure as practicable and use reasonable efforts to ensure that any Confidential Information disclosed is accorded confidential treatment, when and if available.
- B. The restrictions of this section shall not apply to information that:
- is or becomes generally available to the public other than as a result of a disclosure by the Contractor in violation of this Contract,
 - is or has been independently developed or conceived by the Contractor without the use of Confidential Information, or
 - is or becomes available to the Contractor on a non-confidential basis from a source other than the Board or Staff, provided, that such source is not known to the Contractor to be bound by a confidentiality agreement with the Board.

22. RIGHTS IN DATA

- A. The Contractor agrees that all data, plans, drawings, specifications, reports, operating manuals, and other work product produced in the performance of this Contract are owned upon payment to the Contractor by and are for the exclusive use of the Board and are subject to the rights of the Board set forth in this section.
- B. The Board shall have the right to reproduce, publish and use all such documents or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. Notwithstanding the foregoing, Contractor shall have no liability for any unauthorized reuse of its work product for purposes other than as set forth herein.
- C. The Board agrees to identify the Contractor, or designate appropriate authorship, on all materials reproduced and published that are a direct product of the work performed under this Contract.

23. RETENTION OF RECORDS AND ACCESS TO FACILITIES, PREMISES AND RECORDS

- A. The Contractor shall establish and maintain Project budget accounts and records for work and services required by this Contract in accordance with generally accepted accounting principles and practices. Records shall be retained by the Contractor throughout the Term and for a period of 5 years following expiration of the Term.
- B. At all reasonable times during the Term and for a period of 5 years following expiration of the Term, the Board, State of Idaho, and their authorized representatives shall have access at the Contractor's office(s) to its records related to the services performed under this Contract for the purposes of inspection, audit and copying by the Board, State of Idaho, and their authorized representatives.

24. ATTORNEY'S FEES

Notwithstanding any statute to the contrary, in the event suit is brought by any party to this Contract to enforce the terms of this Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney's fees and costs, in the amount determined by the court, in addition to any other available remedies.

25. FORCE MAJEURE

- A. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Contract, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under this section.

- B. "Force Majeure Event" means any event or circumstance, whether or not foreseeable, that was not caused by the claiming party and any consequences of that event or circumstance.
- C. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of that Force Majeure Event's occurrence, its effect on performance, and how long the noncomplying party expects it to last. The noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.

26. ILLEGAL ALIENS

Contractor warrants it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and, that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach of this Contract and shall be cause for termination. Contractor shall ensure any subcontractors follow the provisions of this section.

27. CERTIFICATION CONCERNING BOYCOT OF ISRAEL

- A. Boycott of Israel. Pursuant to Idaho Code § 67-2346, if payments under the Contract exceed \$100,000 and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.
- B. Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
- C. Boycotting Certain Sectors. Pursuant to Idaho Code § 67-2347A, if payments under the Contract exceed \$100,000 and Contractor employs ten or more full-time employees, Contractor certifies that it is not currently engaged in, and will not for the duration of this Contract, engage in a boycott of any individual or company because the individual or company:
 - i. Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
 - ii. Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d).

The terms in this section defined in Idaho Code § 67-2347A shall have the meaning defined therein.

28. ENTIRE AGREEMENT

A. This Contract includes the following attachments:

- Attachment A – Scope of Services
- Attachment B – Authorized Key Personnel
- Attachment C – Fee Schedule

B. This Contract and its attachments set forth the entire agreement between the parties, and there are no other agreements, between them other than set forth in this Contract.

29. SEVERABILITY

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

30. SURVIVAL

All terms in this Contract that might involve performance subsequent to termination or expiration of this Contract or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Contract shall survive. Survival of such terms shall not extend in violation of Article VII, Section 11 of the Idaho Constitution and Idaho Code §§ 59-1015 through 59-1017.

31. NO WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract be construed as or deemed to be a waiver of any subsequent breach or default.

32. EFFECT OF SECTION HEADINGS

The section headings appearing in this Contract are not interpretations of the text but are inserted for convenience and reference only.

33. SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be considered a waiver of the State's sovereign immunity, which immunity is expressly reserved.

34. GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Idaho and the parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Contract.

35. NOTICES

Unless otherwise specified herein, all notices shall be in writing and sent certified mail, postage prepaid, return receipt requested, with proper postage affixed, together with a copy of any such notice emailed to the other party to:

Board: Idaho Department of Water Resources
Attn: Purchasing Agent
PO Box 83720
Boise, ID 83720-0098

email: glyn.roberts@idwr.idaho.gov

Contractor: Contractor
Attn: Contractors Agent
Contractors Address Line 1
Contractors Address Line 2

email: contractors agent

The date of service and receipt of any notice is the date 3 days following deposit in the United States mail, return receipt requested.

36. COUNTERPARTS

This Contract may be executed with electronic signatures and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

The parties have signed this Contract on the date following their respective signatures.

State of Idaho
IDAHO WATER RESOURCE BOARD
322 East Front Street
PO Box 83720
Boise, ID 83720-0098

CONTRACTOR
Contractors Address Line 1
Contractors Address Line 2

Brian Patton
Executive Manager

Contractors Agent
Title

Date

Date

Attachment A

Scope of Services

Attachment B

Authorized Key Personnel

Attachment C

Fee Schedule