

## CONTRACT FOR OWNER'S ADVISOR SERVICES

CONTRACT NO. CONXXXXX

This Contract between the Idaho Water Resource Board (Board) and [Company Name], (Contractor) is made in reference to the following facts:

### RECITALS

A.

The parties agree as follows:

### AGREEMENT

#### 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. "Design-Builder" shall mean the contractor and any of its subcontractors hired by the Board to perform design and construction services on the Project.
- D. "Key Professional Personnel" shall mean the identified individuals essential to the Project and can include those in the employ of Contractor as well as a subcontractor of Contractor.
- E. "Project" shall mean the entire effort to complete a pumping station and pipeline to deliver water from the Snake River to a water treatment plant that will be constructed for the Air Force by the U.S. Army Corps of Engineers to serve the Mountain Home Air Force Base. This includes the work and services performed under this Contract as well as the construction and completion of a pumping station and pipeline.
- F. "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.
- G. "Project Manager" shall mean that person appointed by the Contractor to administer this Contract on behalf of the Contractor.
- H. "Staff" shall mean the staff of the Idaho Department of Water Resources that perform work for the Board.
- I. "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 Mike Morrison. 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 [FName LName]. 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 is outlined in Attachment A, attached and incorporated by this reference. The scope of services for the remaining phases: [Outline Phases], 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 submittal of 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 e-mail 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 fifteen 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, 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 reimburse 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.

- 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 [Name of Phase] is [Phase Amount].
- C. Invoices shall be presented for payment on a monthly basis. 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. Invoices shall be on the Contractor's stationery and signed by the Contractor or authorized representative.
- 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 [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 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 7, 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. TAXES**

The Contractor, with respect to its employees and those of its subcontractors, if any, shall pay, indemnify and hold the Board, Idaho Department of Water Resources and the State of Idaho harmless from the payment of all taxes and contributions imposed by federal and state laws, including social security taxes, with respect to said employees and their remunerations, including all interest and penalties payable under said laws as the result of noncompliance therewith.

#### **16. 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.

#### **17. INSURANCE**

- A. Contractor shall obtain and maintain insurance at its own expense as required in Section 17.C for the duration of the Contract with insurance companies properly 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, 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 Board 30 days written notice by certified, or registered mail, return receipt requested.

- 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 excess/umbrella liability.
  - Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$ 1,000,000 each occurrence.
  - Professional liability insurance covering claims caused by errors or omissions of Contractor. Combined single limit per occurrence 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.

## **18. 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.



## **19. 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.

## **20. 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.

## **21. PUBLIC RECORDS**

Pursuant to Idaho Code § 74-101, et seq., 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.

## **22. 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.

### **23. 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.

### **24. 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.

### **25. 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.

## **26. FORCE MAJEURE**

Neither party shall be liable for or deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, act of war, riot, or insurrection. In such case, the intervening cause must not be caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

## **27. 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.

## **28. CERTIFICATION CONCERNING BOYCOT 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.

## **29. ENTIRE AGREEMENT**

- A. This Contract includes the following attachments:
  - Attachment A – Scope of Services
  - Attachment B – Authorized Key Personnel
- 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.

## **30. 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.

## **31. SURVIVAL**

All express representations, indemnifications or limitations of liability made in or given in this Contract will survive the Contract's completion or termination for any reason.

**32. 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.

**33. EFFECT OF SECTION HEADINGS**

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

**34. SOVEREIGN IMMUNITY**

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

**35. GOVERNING LAW**

This Contract shall be governed as to validity, construction and performance by 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. The venue of any action brought by any parties to this Contract shall be in a State of Idaho District Court.

**36. 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 e-mailed to the other party to:

Board: Idaho Department of Water Resources  
Attn: Purchasing Agent  
PO Box 83720  
Boise, ID 83720-0098  
  
e-mail: idwr.purchasing@idwr.idaho.gov

Contractor: [Mailing Address]  
  
e-mail: [address]

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

**37. 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

---

**Brian Patton**  
Executive Officer

---

Date

---

Date

DRAFT

# **Attachment A**

## **Scope of Services**

(Placeholder)

**Attachment B**

**Authorized Key Personnel**

(Placeholder)