Idaho Water Resource Board

Request for Qualifications
IWRB RFQ No. 2023-04

IWRB Design-Build Contract for the
Mountain Home Air Force Base Water Resilience Project

May 10, 2023

Statement of Qualifications Due: June 16, 2023
at 4:00 p.m. Mountain Daylight Time

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1. Introduction

1.1 RFQ Administrative Information

RFQ Title:	IWRB Design-Build Contract for the Mountain Home Air Force Base Water Resilience Project
RFQ Project Description:	The Idaho Water Resource Board (IWRB) is seeking qualified and experienced Respondents to submit statements of qualifications (SOQs) to design, permit, construct, start up, and test the Mountain Home Air Force Base (MHAFB) Water Resilience Project (Project).
RFQ Lead:	IWRB
Pre-SOQ Informational Meeting:	May 18, 2023 at 2:00 p.m. Mountain Daylight Time
Meeting Location:	Attendance is available in-person or virtual on MS Teams In-Person Location: IDWR – Idaho Water Center, 6th Floor Conference Room 602 A-D 322 E Front Street, Boise Idaho 83702 Virtual Attendance: **MS Teams on your computer** Meeting ID: 261 980 045 370 Passcode: wrzMQs **Join with a video conferencing device** idahogov@m.webex.com Video Conference ID: 112 322 885 8 **Or call in (audio only)** +1 208-985-2810 Conference ID: 198 722 309#
Submittal of Questions:	idwr.purchasing@idwr.idaho.gov
Deadline for Questions:	May 25, 2023
SOQ Submittal Date:	June 16, 2023 at 4:00 p.m. Mountain Daylight Time
SOQ Submittal Location:	**Mailing** IDWR Procurement Attn: Glyn Roberts IWRB-RFQ No. 2023-04 322 E Front Street PO Box 83720 Boise, ID 83720-0098 **Courier or In-person** IDWR Procurement Attn: Glyn Roberts IWRB-RFQ No. 2023-04 322 E Front St. Suite 648 Boise, ID 83702

1.2 General Introduction

This Request for Qualifications (RFQ), issued by the Idaho Water Resources Board (IWRB), is for the Mountain Home Air Force Base (MHAFB) Water Resilience Project (Project) which, when completed, will convey up to approximately 3.62 MGD of raw water to MHAFB. The IWRB will ensure adequate water rights are provided for the Project. MHAFB is separately developing facilities to treat and distribute water at the base.

Once the Project is completed and tested, the IWRB will convey all rights, title, and interest of the transmission system to the federal government; however, the water rights will continue to be owned by IWRB. The transfer of the Project is further described in the terms of a Memorandum of Understanding (MOU) dated May 13, 2021, executed between the Department of the Air Force, MHAFB, the Idaho Office of the Governor, and the IWRB, and a Memorandum of Agreement (MOA) dated September 30, 2022, executed between the United States of America, acting by and through the Secretary of the Air Force, and the IWRB. These documents are included in the documents listed in Appendix A – List of Project Background Documents.

This RFQ invites Statements of Qualifications (SOQ) from qualified Design-Build teams experienced in the design, permitting, construction, and commissioning of conveyance facilities for drinking water supply using surface water sources.

The general location of the Project is shown in Figure 1-1. The Project will include a new intake located in the CJ Strike Reservoir on the Snake River, a new water supply pipeline and pump station, and various associated facilities including communications and controls, and security systems.

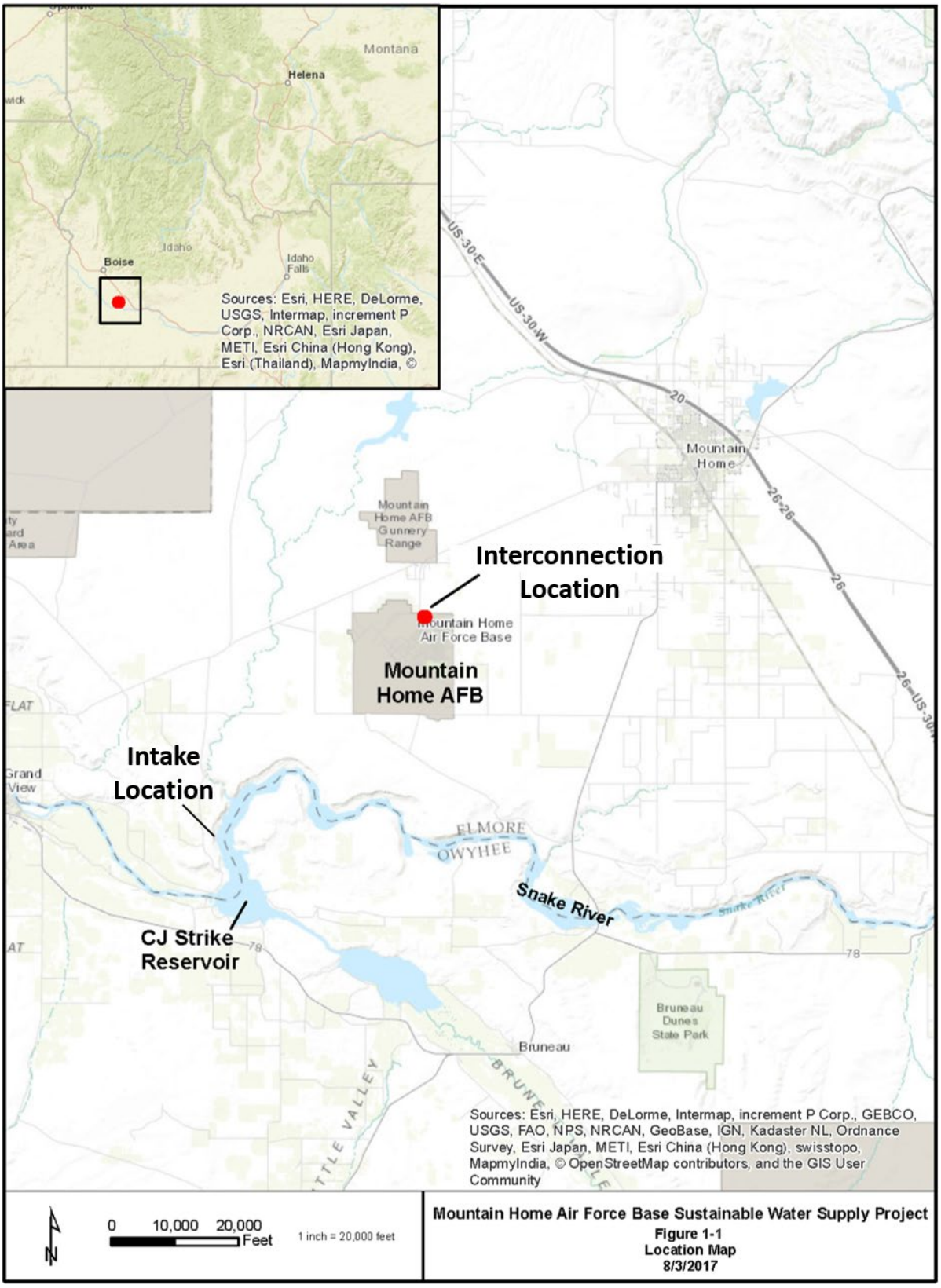

Figure 1-1. Location Map

This RFQ is the first step of a two-step procurement process and establishes the process for soliciting and evaluating SOQs from those entities (Respondents) interested in serving as the Design-Builder. Submitted SOQs must conform to the requirements of this RFQ and must be signed by the appropriately authorized official with the authority to commit the Respondent to perform the Project work.

IWRB will evaluate and score SOQs to generate a short list of up to three Respondents following the procedures outlined in Sections 6 and 7 of this RFQ. Only short-listed Respondents will be invited to submit Proposals.

1.3 Background

MHAFB currently relies on groundwater wells for its water supply; however, the aquifers currently supplying the base's need for drinking water have been declining at a rate that is not sustainable. Furthermore, some wells have been closed because of concerns regarding nitrate contamination.

Because of the importance of MHAFB to the Idaho economy, the IWRB evaluated water supply options and in May 2016 published the *Water Supply Planning Report* (SPF Water Engineering, May 2016) focused on using the Snake River (CJ Strike Reservoir) as the new source of water supply for the base. The *Water Supply Planning Report* recommended a design capacity of 6 MGD and an ultimate capacity of 8 MGD for the new supply. The current assessment from MHAFB is that up to 3.64 MGD will need to be delivered to MHAFB to meet its demands; no future expansion will be required.

An Environmental Assessment (EA) was completed in November 2017 (covering both this Project and the treatment / distribution facilities at MHAFB). The U.S. Air Force (USAF) and Bureau of Land Management (BLM) acted as joint lead agencies for the EA.

1.4 RFQ Organization

This RFQ consists of:

- Section 1: Introduction
- Section 2: Objectives
- Section 3: Project Overview
- Section 4: Roles and Responsibilities
- Section 5: Risk Allocation and Draft Term Sheet
- Section 6: Procurement Process
- Section 7: SOQ Submittal Requirements and Evaluation Criteria
- Section 8: IWRB Rights
- Attachment A: List of Project Background Documents
- Attachment B: MHAFB Water Resilience Project Cost Estimate
- Attachment C: Preliminary Risk Allocation Matrix and Term Sheet
- Attachment D: Insurance, Bonding and Funding Requirements
- Attachment E: SOQ Forms

1.5 RFQ Definitions and Acronyms

The capitalized terms in this RFQ have the meanings as first used in the text of this RFQ and as defined below.

1.5.1 Definitions

Contract Term – The overall term of the DB Agreement for design and construction.

Design-Build (DB) Agreement – The contract between IWRB and the DB Entity setting forth the terms and conditions for providing Project facilities and services.

Design-Builder or DB Entity – The entity that will enter into the DB Agreement with IWRB and that will be the single point of accountability to IWRB for delivering the Project and required services.

Designer-of-Record –Engineer-of-record responsible for the overall design of the Project.

Guarantor – The firm (typically parent company) guaranteeing performance of the DB Entity under the DB Agreement.

Guaranty Agreement– The agreement entered into between the IWRB and the Guarantor concurrently with the DB Agreement.

Key Firms – The DB Entity and any subconsultants and subcontractors named in Respondent's SOQ.

Key Personnel – The individuals, employed by the DB Entity and its subconsultants and subcontractors, that will fill certain key roles in the delivery of the Project and related services required by the DB Agreement. Key Personnel shall include:

- DB Manager (required)
- Design Lead (required)
- Intake Design Lead
- Pump Station Design Lead
- Pipeline Design Lead
- Permitting Lead (required)
- Construction Lead (required)
- Startup and Commissioning Lead
- Safety Lead

Minimum Qualification Requirements – The requirements set forth in this RFQ that must be satisfied in order for the SOQ to be evaluated and ranked according to the comparative (scored) evaluation criteria.

Memorandum of Agreement (MOA) – The Memorandum of Agreement dated September 30, 2022, between the IWRB and the United States of America, intended to further define roles, responsibilities, and process set forth in the MOU as the Conveyance Project and Treatment Project move from concept to design and construction.

Memorandum of Understanding (MOU) – The Memorandum of Understanding dated May 13, 2021, between the Department of the Air Force, Mountain Home Air Force Base, the Idaho Office of the Governor, and the IWRB, intended to guide development of the Conveyance Project and Treatment Project.

One-on-One Meeting(s) – Meeting(s) between a short-listed Respondent and IWRB in a confidential setting to enable the Respondent to present its technical comments, ask clarification questions, and comment on the draft DB Agreement.

Owner – Idaho Water Resource Board (IWRB).

Owner's Advisor – Brown and Caldwell.

Phase – Refers to phasing of construction activities, where construction of one facility or area may commence prior to another. Phasing may be used to meet Project time requirements.

Project – The scope of work specifically defined in this Design-Build RFQ and subsequent RFP, including the intake, the pump station, the conveyance pipeline up to the interconnection location, and all associated equipment, infrastructure, and site work.

Proposal – Document submitted by a short-listed Respondent in response to IWRB's Request for Proposals (RFP).

Proposer –Respondent that has been short-listed and subsequently submits a proposal.

Respondent –An entity responding to this RFQ by submitting an SOQ.

Step – Refers to IWRB's two-step procurement process for the Project, where Step 1 includes the RFQ and short-listing process, and Step 2 includes the RFP and final selection process.

Water Supply Agreement – The agreement to be negotiated between the IWRB and the USAF regarding long-term lease of the water rights owned by the IWRB.

Interim Water Supply Agreement -- The agreement to be negotiated between the IWRB and the USAF regarding delivery of raw water to MHAFB for testing of the Treatment Plant.

1.5.2 Acronyms

ARPA	American Rescue Plan Act
BLM	Bureau of Land Management
CGL	Commercial general liability (insurance)
DBB	Design-bid-build
DB	Design-build
EA	Environmental Assessment
EMR	Experience modification rate
EPA	United States Environmental Protection Agency
FERC	Federal Energy Regulatory Commission
FONSI	Finding of No Significant Impact
GDR	Geotechnical Data Report: Raw Water Conveyance System
IDEQ	Idaho Department of Environmental Quality
IDWR	Idaho Department of Water Resources
IWRB	Idaho Water Resource Board
JARPA	Joint Aquatic Resources Permit Application
JV	Joint venture

MG	Million gallons
MGD	Million gallons per day
MHAFB	Mountain Home Air Force Base
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NEPA	National Environmental Policy Act
OA	Owner's Advisor
OSHA	Occupational Safety and Health Administration
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposals
RFQ	Request for Qualifications
ROW	Right of Way
SCADA	Supervisory control and data acquisition
SEC	United States Securities and Exchange Commission
SOQ	Statement of Qualifications
USACE	U.S. Army Corp of Engineers
USAF	United States Air Force

1.6 Availability and Use of Background Information

Project background documents that are being made available to Respondents are listed in Attachment A. The IWRB is providing these background documents for information only and will be setting forth requirements for the Project as part of the RFP.

These documents are available to Respondents via the following link:

idwr.idaho.gov/IWRB/solicitations

Consistent with limitations and design criteria defined in the RFP and the EA, The IWRB is open to considering design alternatives that would reduce Project costs or shorten the delivery schedule.

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2. Objectives

2.1 Overall Objectives

MHAFB is an important contributor to the economy of the state, employing nearly 7,000 people directly on the base and indirectly in the town of Mountain Home. However, the aquifers currently supplying MHAFB's needs for drinking water have been declining at a rate that is not sustainable. Furthermore, some wells have been closed because of concerns regarding nitrate contamination. Thus—from the broadest perspective—the IWRB is developing the Project to provide an assured, sustainable source of raw drinking water so that MHAFB can continue to contribute to the state economy and national defense.

The IWRB's more immediate objective in issuing this RFQ is to receive quality SOQs from highly qualified and capable Respondents for the successful design, permitting, construction, commissioning, and hydraulic testing of the Project including implementation of all required construction testing, quality assurance and quality control activities and other services required for the Project.

2.2 Delivery Method Objectives

The IWRB has selected Design-Build as the delivery model for the Project because it believes this method will best meet the following overall objectives:

- **Single-Point of Responsibility:** Under a DB Agreement, a single party will be responsible to the IWRB for the design, permitting, construction, and start-up / commissioning of the Project. This reduces the potential for IWRB to become involved in disputes and will reduce IWRB's administrative effort associated with integrating the work of multiple service providers.
- **Risk Allocation:** A DB arrangement will allow certain longer-term risks (e.g., pump station performance, coordination of design and construction) to be assigned to the DB Entity.
- **Schedule:** The IWRB's schedule objective is to have the Project online and delivering some water to the Treatment Plant for commissioning by July 15, 2025, with Final Completion scheduled for November 5, 2025. The IWRB believes that the selected delivery method will allow for use of phased design and construction and other methods to provide greater assurance that the Project's schedule objective will be met.
- **Design-Build Cost:** By conducting a competitive, best-value procurement and by integrating design and construction, the IWRB hopes to achieve significant cost savings.

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3. Project Overview

3.1 Project Facilities

3.1.1 Conveyance and Pumping Facilities

Figure 3-1 shows the general intake location on the CJ Strike Reservoir and the selected pipeline alignment for the Project. The alignment is primarily on land controlled by the BLM as part of the Morley Nelson Snake River Birds of Prey National Conservation Area. Some crossings of private land may also be required.

As part of the planning and development work for the Project, the IWRB has obtained a right-of-way (ROW) from the BLM for construction of the intake, pump station, and majority of the pipeline. The IWRB plans to ask for an amended ROW from BLM to include a small portion of the pipeline alignment that was not covered by the original ROW agreement. The IWRB may also pursue limited easements or similar agreements with private landowners, with the Idaho Department of Lands, and /or with the Mountain Home Highway Department for the Project. Figure 3-2 is a higher resolution view of the intake location. Note that an existing pump station and pipeline (belonging to Simplot) is also located in this area. Figure 3-2 also highlights the steep grade that the conveyance pipeline will need to ascend, and the limited site access and work area.

3.1.2 Interconnection with Treatment Facilities

Figure 3-1 also shows the general location of the interconnection point with the water treatment plant under development by MHAFB. The interconnection point is located just outside of the MHAFB fence line. From the interconnection point, raw water from the reservoir will be conveyed onto MHAFB property and discharged into two interconnected three million gallon holding tanks located within the MHAFB fence line.

Figure 3-1. Intake and Pump Station Location, Pipeline Alignment, and Interconnection Location

Figure 3-2. Intake and Pump Station Location

3.2 IWRB's Project Development Planning and Support

3.2.1 General

The IWRB has conducted or plans to initiate several activities to support development of the Project. These activities include technical work, such as raw water characterization, pilot testing, surveying and geotechnical investigations, as well as negotiation of the MOU and MOA, and certain other agreements.

3.2.2 Raw Water Quality Characterization

Details of the sampling and testing conducted for the *Water Supply Planning Report* (*SPF Water Engineering*, May 2016) are available in the Final Facility Plan listed in Attachment A. In addition, The IWRB conducted a 12-month comprehensive raw water quality sampling program from March 2017 to March 2018 to better characterize the source water. The water quality samples were

collected from three sites: (1) eastern intake, (2) western intake, and (3) the pilot plant. Water quality samples were initially collected at two depths at each location (10 feet and 30 feet), but the 10-foot depth was eliminated in May 2017 based on indications that the 30-foot sampling depth water quality samples were sufficiently similar to those obtained at 10 feet to warrant this change. Similarly, sampling for the eastern intake site ceased after July 2017 based on a preliminary selection of the western intake as the preferred site. Note that the western intake location has been selected.

By early July, noticeable quantities of algae developed in the reservoir, suggesting the need to collect raw water quality sampling for algae. Raw water quality sampling for algae commenced on July 19, 2017, from various sampling sites to enumerate and speciate algae. Raw water quality data as well as the algae test results are included in the Final Facility Plan listed in Attachment A.

3.2.3 Pilot Plant Investigation

The IWRB conducted a pilot plant program to investigate treatment feasibility and productivity for both conventional and direct filtration. The pilot plant began in May 2017, and was completed in November 2017. The IDEQ-approved Pilot Plant Work Plan is available in the Final Facility Plan listed in Attachment A. The Pilot Plant Investigation Report (Brown and Caldwell, 2017) is also available in the Final Facility Plan listed in Attachment A.

3.2.4 Project Environmental Assessment

Environmental review under the National Environmental Policy Act (NEPA) was completed for the combined intake, pump station, pipeline, and treatment project with the USAF and BLM acting as joint lead agencies. The final EA was issued in September 2017, with a Finding of No Significant Impact (FONSI) for the Western Alignment. The EA included the following Best Management Practices specifically related to this Project:

Wildlife

- Construction will be limited to August 1 through December 31, to avoid interfering with raptors during nesting and breeding season;
- Construction must minimize interference with, disturbance of, and damage to nest birds and occupied bird nests must not be destroyed;
- A 250-foot buffer zone will be required around all known burrowing owl nests;

Vegetation and Soils

- Topsoil and sub-surface soils will be replaced in the proper order, prior to final seedbed preparation, and spreading shall not be done when the ground or topsoil is wet;
- Vehicle / equipment traffic will not be allowed to cross topsoil stockpiles, and if topsoil is stored such that nutrients are depleted from the topsoil, amendments will be added to the topsoil;

Noxious Weeds

- Prior to initiating construction activities, all construction-related vehicles and heavy equipment would be inspected for noxious weeds and cleaned (off-site), as necessary;
- The reclamation plan emphasizes native plant species, and its implementation will be monitored to ensure noxious weeds are not readily established in the project area;

Livestock Grazing

- All affected grazing permittees will be notified when construction is scheduled to begin;
- All potential hazards to livestock will be fenced or contained, and all existing improvements (e.g., fences, gates, and bar ditches) in the Project area will be repaired to pre-construction conditions;
- Any fence lines needing to be cut will first be tied to H-braces and openings will be protected as necessary during construction in order to prevent the escape of livestock. A temporary closure will be installed the same day the fence is cut. Following reclamation, the fence will be reconstructed to BLM specifications;

The IWRB has conducted initial discussions with BLM on changes to the EA that will be required because the overall conveyance and treatment project is now being delivered as two separate projects by two separate entities. These discussions have indicated that the IWRB and MHAFB will need to submit revised descriptions of each project as currently proposed, and BLM and MHAFB will appropriately update the EA as required. Further information on what this will entail, and the expected schedule, will be provided in the RFP.

3.2.5 Permits and Approvals

The IWRB has and is conducting discussions with various permitting agencies with respect to the following permits and approvals for the Project:

- U.S. Army Corps of Engineers (USACE) 404 Permit / 401 Water Quality Certification. At this time, it appears that an Individual 404 Permit will be required for the Project. The IWRB intends to consult with the USACE regarding permit application requirements, and the preliminary design of the Project currently being developed by IWRB with the intent of establishing the IWRB as the permit applicant and establishing a process for transitioning from the IWRB's preliminary design to the design by the Design-Builder, as well as a timeframe for obtaining the permit. More details regarding the requirements for this permit will be included with the RFP.
- Idaho Power Acknowledgement of Facility Location within Federal Energy Regulatory Commission (FERC) Boundary. This is required because a portion of the Project is located within the FERC boundary for the CJ Strike Hydropower Facility. The IWRB has submitted Idaho Power's Project Information Sheet to initiate the process to withdraw lands from the FERC boundary that encompasses the C.J. Strike Reservoir. The IWRB continues to work with both Idaho Power and the BLM to finalize this withdrawal.
- Project Power. The IWRB has initiated an application to Idaho Power for permanent power supply at the pump station and intake location. Load information may need to be modified by the selected Design-Builder.
- Mountain Home Highway District Utility/Construction Permit. This permit will be obtained by the IWRB and will be required for the raw water pipeline because the Highway District holds an easement across public and private lands adjacent to the pipeline alignment.
- Idaho Transportation Department Encroachment Permit. This permit will be obtained by the IWRB and will be required for the raw water pipeline because the Transportation Department holds an easement across public and private lands adjacent to the pipeline alignment.
- Various Environmental Permits Associated with the Intake. The IWRB will be filing a Joint Aquatic Resources Permit Application (JARPA) for various environmental permits (404 permit from the U.S. Army Corp of Engineers [USACE], and 401 water quality certification from the

Idaho Department of Water Resources [IDWR]), associated with the new intake in the CJ Strike Reservoir. The permit application will be based on a preliminary design for the intake. The application and approvals may need to be amended by the selected DB Entity based on the actual intake design.

- **Easements from the Idaho Department of Lands.** The IWRB will be applying for a submerged easement for the intake and another easement for crossing two trust properties located along the pipeline alignment.
- **Remaining Easements from the BLM.** While IWRB has obtained most BLM easements required for the Project, there are small areas where additional easements will be required for the Project; these additional easements will be obtained by the IWRB.
- **IDEQ Facility Plan Approval.** IWRB previously submitted a high-level facility plan to IDEQ which was approved. The IWRB will be discussing the need for additional approvals for the Project, given that treatment facilities will be delivered as a separate project by the Air Force. Additional information about IDEQ requirements for the intake, pump station, and pipeline will be described in the RFP.

3.2.6 Surveys

The IWRB has developed bathymetry data at the approximate intake location and will be completing a survey of the pipeline alignment and access road to the pump station and intake. This bathymetric and survey information will be provided with the RFP.

3.2.7 Geotechnical / Hydrogeological Work

In August 2017, the IWRB initiated geotechnical investigations to support a combined conveyance and treatment project. Those field explorations consisted of air-track probes and conventional geotechnical borings. The air-track probes were conducted every 50 feet along the raw water pipeline alignment above the canyon rim to determine depth to rock information at each probe location. Fifteen (15) geotechnical borings were conducted along the proposed pipeline alignment, with one in the general location of the proposed pump station. As a result of the steep grade and inability to place drilling rigs, no geotechnical investigations were conducted between the canyon rim and the pump station location. The details of the field exploration and the laboratory testing results are included in the Geotechnical Data Report, available in the Background Documents listed in Attachment A.

The IWRB plans to conduct limited additional drilling, which may include an additional boring in the general location of the pump station, one or two in-water borings for the intake, and a boring along the pipeline alignment between the pump station and the canyon rim. The IWRB plans to issue a draft geotechnical investigation plan for the intake and pump station location to the short-listed Respondents and to ask for their input on the planned location and depth of borings and planned laboratory testing. The final geotechnical investigation plan for the intake and pump station location will be included with the RFP, and the RFP will account for the uncertainty regarding geotechnical conditions at these limited locations. The IWRB plans to provide the results from this geotechnical investigation to the selected Design-Builder.

3.2.8 Conceptual Design

The IWRB is currently developing a feasibility-level design for the pipeline alignment, pump station and intake. This design will be made available with the RFP for general information only and not for reliance. Serving as the Engineer of Record, the selected DB Entity will be responsible for

developing a design that meets the minimum technical requirements and performance requirements for the Project.

3.2.9 IWRB/MHAFB MOU and MOA

The MOU was executed in May 2021 between the Department of the Air Force, through the Air Force Office of Energy Assurance, on behalf of the Office of the Acting Assistant Secretary of the Air Force for Energy, Installations, and Environment, the 366th Fighter Wing, Mountain Home Air Force Base, Idaho Office of the Governor, and the Idaho Water Resource Board. The purpose of the MOU is to establish a clear set of conditions to improve water resilience and develop a project concept.

The MOA was executed in September 2022 between the United States of America, acting by and through the Secretary of the Air Force and the Idaho Water Resource Board. The purpose of the MOA is to further define the roles, responsibilities, and processes set forth in the MOU as the Project moves from concept to design and construction.

3.2.10 Project Funding

The IWRB will be using American Rescue Plan Act (ARPA) Funding for the design and construction of the Project. Accordingly, the selected Design-Builder will be required to comply with certain labor, procurement, and reporting requirements of this funding. The ARPA Funding Contract Provisions are included in Attachment D.

3.2.11Design-Build Estimate

The IWRB has developed an initial cost estimate for design and construction of the Project. This cost estimate assumes the following:

- Project capacity of 3.64 MGD;
- Intake and screen;
- Raw water pump station;
- Pump station building and fence;
- Approximately 14.4 miles of raw water pipeline;
- Emergency generator at the pump station;
- SCADA system;
- Connection via a new dedicated transformer to existing Idaho Power high-voltage transmission lines;
- Fiber-optic line in parallel with the new pipeline from the pump station to MHAFB;

The cost estimate and more details on the facilities assumed for the cost estimate are included in Attachment B. Respondents are asked to review these costs estimates and provide their comments on items such as assumed unit pricing, markups, escalation, and any omissions. Comments will not be scored as part of the SOQ review process.

3.3 Project Schedule

The IWRB anticipates that the DB Agreement will be executed by December 2023. Based on current discussions with MHAFB, the Project will need to be capable of delivering some water by July 2025 for commissioning the MHAFB water treatment plant. Final completion is scheduled for November 2025. The RFP and draft DB Agreement will define final schedule requirements for the Project, including any delay liquidated damages.

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4. Roles and Responsibilities

4.1 Design-Builder Roles and Responsibilities

The Design-Builder will provide, in a timely manner, all work necessary to complete Project design and construction. The Design-Builder's responsibilities will generally include:

- Obtaining all required governmental approvals and permits, unless specifically identified as an IWRB responsibility and excluded from the Design-Builder's scope of work.
- Conducting hydraulic and surge modeling for the conveyance systems.
- Augmenting geotechnical data provided by IWRB.
- Preparing design and construction documents.
- Supervising subconsultants, subcontractors, suppliers, and Design-Builder's personnel.
- Incorporating measures required by the final EA and as conditions to permits into the design and construction of the Project.
- Maintaining security of the Project sites during construction.
- Coordinating with utility providers for supply of temporary and (as applicable) permanent power, and telecommunications.
- Preparing and implementing various plans required by regulations or by the DB Agreement.
- Confirming the location of existing underground utilities and structures, including tie-ins, before construction.
- Construction of the Project.
- Performing programming and supervisory control and data acquisition (SCADA) development for the pump station.
- Developing a Project O&M manual.
- Conducting startup and commissioning activities.
- Successfully completing hydraulic testing of the overall conveyance system.
- Implementing and maintaining all quality management and control requirements and activities, including any required special inspections.
- Supporting the IWRB's coordination with all stakeholders during design and construction.

4.2 IWRB Roles and Responsibilities

The IWRB's general responsibilities will include:

- Coordinating with all stakeholders, including BLM, landowners, and the USAF.
- Obtaining ROWs, or easements, or other property agreements from the BLM, the Idaho Department of Lands, the Mountain Home Highway Department, and private landowners as necessary for the Project.
- Providing adequate funding for payment of the Design-Build price.
- Furnishing existing studies and providing data and information regarding the Project, including existing geotechnical and groundwater information and preliminary studies.
- Providing survey information at the intake location, along the pipeline alignment, and at the interconnection point with MHAFB.

- Collecting geotechnical data at the pump station, intake, and along the approved pipeline alignment.
- Reviewing and providing comments on permit applications prepared by the Design-Builder.
- Reviewing and providing comments on design and other required submittals for consistency with the Design-Builder's proposed design concept, the DB Agreement, and good engineering practice.
- Obtaining the governmental approvals and permits for which IWRB is responsible.
- Establishing contract technical standards and hydraulic performance standards.
- Providing DB Agreement oversight.
- Acting as liaison to the public.
- Providing mitigation monitoring oversight.
- Notifying the Design-Builder of issues that could impact the Project.

5. Feedback on Preliminary Risk Allocation Matrix and Draft Term Sheet

5.1 Risk Allocation

The IWRB has adopted an overall risk management approach of assigning risks to the party best able to mitigate or manage those risks. A preliminary Risk Allocation Matrix is included in Attachment C for review and comment by Respondents. Respondents should note that the IWRB plans to incorporate risk-sharing concepts into the RFP and draft DB Agreement, with respect to the following:

- Risks associated with inordinate cost escalation of certain materials and equipment;
- Risks associated with undefined technical requirements or existing conditions, as applicable, for the intake, communications/controls, and security systems;

5.2 Draft Term Sheet

A draft term sheet will be provided by addendum for review and comment by Respondents, and will become part of Attachment C.

5.3 IWRB Use of Comments

This RFQ asks Respondents to review and comment on the preliminary Risk Allocation Matrix and the draft Term Sheet. Comments will be reviewed and considered by IWRB before issuance of the RFP. The IWRB may or may not choose to modify the risk allocations and terms which will be reflected in the draft DB Agreement.

Comments on the draft Risk Allocation Matrix and the draft Term Sheet will not be included in the evaluation of SOQs.

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6. Procurement Process

6.1 IWRB Representative

Michael Morrison, or his designee, will be the IWRB Representative for the purposes of this procurement.

Michael Morrison

Mike.Morrison@idwr.idaho.gov

208-287-4835

6.2 Communications Protocol

All Respondents shall comply with the following communications protocols:

- Contact with any public official or IWRB member regarding this procurement is prohibited.
- Any questions regarding the procurement shall be submitted in writing to the following email address and shall specifically reference this RFQ:

  idwr.purchasing@idwr.idaho.gov
- The IWRB will issue any response to a question regarding the procurement via written addendum to the RFQ.
- Oral communication with the IWRB, IWRB staff, IDWR personnel, or the IWRB's Owner's Advisor shall not be binding.

Failure to comply may result in disqualification of the Respondent.

6.3 Procurement Process Overview and Anticipated Schedule

IWRB's two-step procurement process for the Project will include the following:

- **Step 1: RFQ and Short-Listing.** The first step involves issuing this RFQ, conducting a pre-submittal meeting, receiving SOQs from Respondents, evaluating and scoring SOQs, checking references, and short-listing Respondents.
- **Step 2: Request for Proposals (RFP) and Selection.** The second step involves issuing an RFP to the short-listed Respondents, holding One-on-One Meetings, receiving Proposals, evaluating Proposals, reference checking, conducting interviews with Proposers, selecting the winning Proposer, and negotiating the DB Agreement.

Table 6-1 includes the IWRB's anticipated schedule for the procurement process. The IWRB reserves the right to modify this schedule at any time.

Table 6-1. Anticipated Procurement Schedule

Activity	Estimated Dates
RFQ Issued	May 10, 2023
Pre-SOQ Informational Meeting	May 18, 2023 2:00 p.m. Mountain Daylight Time
Deadline for Questions on the RFQ	May 25, 2023
Final RFQ Addendum	June 1, 2023
SOQ Submittal Date	June 16, 2023
Short-list announcement	July 14, 2023
Provide the draft intake / pump station geotechnical investigation plan to short-listed teams for input	July 14, 2023
Deadline for short-listed teams to provide input to the draft intake / pump station geotechnical investigation plan	July 21, 2023
RFP and Draft DB Agreement Issued	July 21, 2023
Site Visits for Short-listed teams	August 2023
One-on-One Meetings to discuss technical concepts	August 2023
Deadline for Questions on RFP	Late August, 2023
Final RFP Addendum	Early September, 2023
Proposal Submittal Date	Late September, 2023
Interviews	Mid-October, 2023
Selection / Negotiations	Late October – Early November 2023
Board Approval to Award Contract	November 2023

6.4 Evaluation Committee

The IWRB will establish an evaluation committee to review and score SOQs, short-list Respondents, review and score Proposals, conduct interviews, and ultimately recommend a Proposer with which to start negotiations. The evaluation committee may seek input from a variety of technical, legal, and financial advisors. The IWRB reserves the right to modify evaluation committee membership at any time, including between short-listing and Proposal evaluation.

6.5 Addenda

All questions regarding this RFQ, or the RFP, should be addressed to the email listed in Section 6.2. Formal questions received will be responded to in writing and will result in issuance of addenda.

If any revisions to the RFQ, RFP, or overall procurement process become necessary or desirable (at IWRB's sole discretion), the IWRB will issue written addenda. All addenda to this solicitation will be posted and available for downloading on the IWRB Solicitations website:

https://idwr.idaho.gov/IWRB/solicitations/

Respondents are responsible for regularly checking the IWRB Solicitations website for addenda. It is the Respondent's responsibility to obtain all addenda prior to submitting its SOQ and any Proposal. All addenda must be acknowledged in the SOQ and Proposal submittals.

6.6 Eligibility/Disallowed Firms

The following firms will be excluded from proposing on any role in the DB Procurement:

- Brown and Caldwell
- Terracon Consultants, Inc.

6.7 Obligation to Keep Project Team Intact

Respondents are advised that all firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and throughout execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the Owner Representative, who, at their sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Respondent's control. Unauthorized changes to the Project Team at any time during the procurement process (up until execution of the DB Agreement) may result in elimination of the Respondent from further consideration.

6.8 Confidential Information

All SOQs and Proposals submitted in response to this RFQ, and the subsequent RFP, will become property of the IWRB and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter—except for financial statements—SOQs and Proposals are subject to public inspection and disclosure under the Idaho Public Records Act, Title 74, Chapter 1, Idaho Code.

If a Respondent believes that any portion of its SOQ or related communication contains trade secrets or other proprietary information that the Respondent believes would cause substantial injury to its competitive position if disclosed, the Respondent may request the IWRB withhold from disclosure the proprietary information by marking that portion on each page containing such proprietary information as confidential. By submitting a SOQ or Proposal with portions marked confidential, a Respondent represents it has determined that such portions qualify for exemption from disclosure under the Idaho Public Records Act.

A Respondent may not designate its entire SOQ as confidential. The IWRB will not honor such designations and will disclose submittals so designated to the public.

If a Respondent requests the IWRB withhold from disclosure information identified as confidential, and the IWRB complies with the Respondent's request, the Respondent shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the IWRB from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Respondent information), and pay any and all costs and expenses related to the withholding of Respondent's information. Respondent shall not make a claim, sue, or maintain any legal action against the IWRB or its directors, officers, employees, agents, or advisors concerning the withholding from disclosure of Respondent's information. If Respondent does not request the IWRB withhold from disclosure information identified as confidential, the IWRB shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the IWRB.

6.9 Appeals

Written objections to prequalification procedures must be received by the IWRB, at the location provided in Section 7.1, at least three (3) business days before the date and time that SOQs are due. If any licensed Respondent submits a SOQ but is not selected for the short list and wishes to appeal the determination by the IWRB, the Respondent can appeal in writing within seven (7) days after the IWRB's transmittal of the short list.

6.10 Design-Builder Procurement Process

6.10.1 Pre-SOQ Informational Meeting

The IWRB will conduct a pre-SOQ informational meeting at the date and time specified in Section 1.1 to provide general Project information to Respondents and to clarify any questions regarding the RFQ.

This meeting will be available for virtual attendance using MS Teams and for in-person attendance at the following location:

IDWR – Idaho Water Center, 6th Floor
Conference Room 602 A-D
322 E Front Street, Boise Idaho 83702

Information to attend this meeting on MS Teams is provided in Section 1.1.

6.10.2 Responsiveness

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in an SOQ being rejected as non-responsive.

6.10.3 Minimum Qualifications

Respondents will be required to demonstrate they meet certain minimum (pass/fail) qualifications as set forth in Section 7. Failure to meet minimum qualifications will result in an SOQ being eliminated from further evaluation.

6.10.4 Reference Checking

As part of the short-listing process, IWRB will conduct initial reference checking (by phone and/or email) for the proposed Design-Builder, and other Key Firms as well as Key Personnel. Reference checking will be used to verify information included in SOQs and will not be separately scored. Non-responsive listed references, references that fail to support applicable SOQ information, or poor references will be considered by the evaluation committee in scoring SOQs. The IWRB reserves the right to check information resources and references not included in a Respondent's SOQ.

6.10.5 Evaluation and Short-listing

The evaluation committee will evaluate, score, and rank the responsive SOQs that satisfy the Minimum Qualification Requirements using the scored evaluation criteria set forth in Section 7. Based on this scoring and ranking, the IWRB will notify Respondents of those short-listed and eligible to receive the RFP. At that time, IWRB will also provide short-listed Respondents with the draft geotechnical investigation plan for the intake / pump station and request input to finalize the geotechnical investigation plan and include the plan with the RFP.

6.10.6 Remaining DB Procurement to be included with the RFP

The IWRB anticipates issuing a draft of the DB Agreement along with the RFP. Following issuance of the RFP, the IWRB anticipates holding a One-on-One Meetings to give each short-listed Respondent an opportunity to confidentially discuss commercial terms and its Project technical concepts.

The IWRB will hold interviews with Proposers that have submitted responsive and complete Proposals. Interviews will not be separately scored but will be used to clarify Proposal information.

Upon completion of the interviews, the IWRB will complete its scoring of the Proposals. The evaluation committee will then rank the Proposers and recommend a Proposer to the Water Resources Board to authorize Board staff to negotiate the DB Agreement with the selected DB Entity.

7. SOQ Submittal Requirements and Evaluation Criteria

SOQs shall be concise, well organized, and demonstrate the Respondent's applicable qualifications, experience, and approach to the Project. The use of standardized marketing literature shall be limited. Excessive marketing literature may not be reviewed. Failure to comply with the requirements of this RFQ may result in disqualification.

7.1 Submittal Deadline and Location

Submittals must be received no later than 4:00 p.m. Mountain Daylight Time on June 16, 2023, at the following location:

Mailing	**Courier or In-person**
IDWR Procurement Attn: Glyn Roberts IWRB-RFQ No. 2023-04 322 E Front Street PO Box 83720 Boise, ID 83720-0098	IDWR Procurement Attn: Glyn Roberts IWRB-RFQ No. 2023-04 322 E Front St. Suite 648 Boise, ID 83702

SOQs received after the time and date specified above will not be considered.

7.2 Page Limitations, Required Copies, and Labeling

One executed paper original, 12 paper copies and one (1) electronic format (searchable pdf) on USB flash drive of the SOQ document including all required appendices shall be submitted.

SOQs shall be limited to 30 pages, excluding the cover sheet, table of contents, divider sheets, reference project profiles, resumes, and appendices. Paper copies should be printed double-sided, and 11 by 17 sheets will be counted as 2 pages.

Submittals shall be legible and shall include reasonable margins and a font size no less than 11-point (except for tables and graphics, which can be 9 point or greater). Responses that are difficult to read may receive a lower score.

Documents are to be submitted in three sealed packages:

- **Package 1 of 3**: SOQ minus Appendices B and C (original and 12 copies).
- **Package 2 of 3**: Appendix B: Financial, Bonding, and Insurance Information (original and 1 copy).
- **Package 3 of 3**: Appendix C -- Comments on Risk Allocation Matrix and Term Sheet

The following information shall be clearly marked on the outside of each package:

- Name of Respondent.
- Re: Design-Build Contract Mountain Home Air Force Base Water Resilience Project SOQ.
- Package Number and Title.

7.3 Withdrawals/Resubmittal of SOQs

A Respondent may withdraw its SOQ only by a written and signed request that is received by the IWRB prior to the deadline for submission. Following withdrawal of its SOQ, the Respondent may submit a new SOQ, provided that it is received prior to the deadline for submission.

7.4 Required SOQ Organization and Contents

The SOQ shall contain the information described in Table 7-1, in the order shown unless otherwise indicated. Respondents must satisfy 100% of the minimum Pass/Fail requirements in Section 1 in order to be further considered for evaluation. Evaluations will be focused on the required content in Section 2.

Table 7-1. Submittal Requirements and Evaluation Considerations

Submittal Section	Submittal Requirement	Evaluation Considerations
Cover Letter	Provide a cover letter requesting consideration of Respondent's qualifications for the Project. The letter must be: • Signed by an authorized representative of the Respondent (company, Joint Venture [JV], partnership or other form of consortium) with the authority to commit to the work. • Include point of contact name and contact information for all future correspondence related to the DB procurement. *2 pages maximum*	N/A
Table of Contents	Provide a Table of Contents that includes major headings of the SOQ and associated page numbers as well as a list of appropriate tables, graphics, figures, photos, appendices, etc.	N/A
RFQ Section 1: Minimum Qualification Requirements		
1.1 Team Structure	Description of Respondent and Respondent's Team, specifically identifying: • Proposed DB Entity (party with which IWRB would enter into the DB Agreement) and the business structure of the DB Entity (e.g., single corporation, JV). If the Respondent consists of a JV, partnership or consortium of multiple firms, provide: 1) a summary JV, partnership, or similar entity agreement terms; 2) a description of roles and shares; and 3) confirmation of Joint and Several responsibility among the members. • Proposed team member firms specifically responsible for design, constructions, and long-term operations, if different from the DB Entity. • Description of any other named subconsultants and subcontractors and their roles. • Include firm-level organizational chart to illustrate relationships among the Respondent's team members during design and construction.	Pass/Fail based on: • Defined team, appropriately documented, structured with clear roles and responsibilities. • Commitment to Joint and Several responsibility across members of a JV, partnership, or other consortium arrangement • Legal structure of DB Entity supports team continuity across design and, construction)
1.2 Ability to Provide Insurance	Provide letter from insurers confirming Respondent's ability to obtain the types and limits of insurance anticipated to be required for the Project (see Attachment D). If the Respondent is composed of a JV, partnership or consortium of firms, provide letters for all members. Identify names and ratings of insurers. A form of the insurance letter is included in Attachment E.	Pass/Fail based on ability to meet insurance requirements as stated in letter from insurance provider or broker

Table 7-1. Submittal Requirements and Evaluation Considerations

Submittal Section	Submittal Requirement	Evaluation Considerations
	Submit this information in a separate sealed container as part of SOQ Appendix B.	
1.3 Ability to Provide Required Project Surety Bonds	Provide required letter from surety(ies) confirming Respondent's ability to obtain Design-Build payment and performance bonds, current and available bonding capacity, and per-Project bonding limits (see Attachment D). If the Respondent is composed of a JV, partnership, or consortium of firms, provide letters for all consortium members. Identify names and ratings of sureties. A form of the surety letter is included in Attachment E. *Submit this information in a separated sealed container as part of SOQ Appendix B.*	Pass/Fail based on ability to meet bond requirements as stated in letter from surety(ies)
1.4 Financial Capacity	Provide a narrative summary of the Respondent's overall financial condition and ability to deliver the design and construction in a timely manner. Address the following: • Clearly define how financial responsibility will remain continuous throughout design and construction. • Provide copies of Respondent's audited financial statements for the past 5 years and unaudited financial statements for most recent partial-year quarters. • If the Respondent is composed of a JV, partnership or consortium of firms, provide required information and financial statements for all members. *Narrative and financial materials shall be referenced and submitted in a separate sealed container as part of SOQ Appendix B. For firms with public filings made through the United States Security and Exchange Commission (SEC), links to the appropriate statements on the SEC's website may be substituted for hard copy submittals.*	Pass/Fail based on sufficient documented financial capacity to deliver the anticipated design and construction.
1.5 Safety: EMR Ratings	Provide the Respondent's U.S. OSHA EMR for the most recent 3-year period. (Inclusive of all Respondent team members in the case of a JV, partnership, or consortium.)	Pass/fail based on safety performance as characterized by recent EMRs equal to or less than 1.0 unless an explanation satisfactory to IWRB, at its sole discretion, is provided by the Respondent.
1.6 Required Forms	Complete all required forms and certifications. If the Respondent is composed of a JV, partnership, or consortium of firms, provide required forms for all members when necessary. Refer to Attachment E of this RFQ for all forms. *Submit this information in SOQ Appendix A unless required to be included in other sections or appendices of the SOQ.*	Pass/Fail based on submittal of complete forms as required
RFQ Section 2: Qualifications and Experience		
2.1 Respondent and Key Firm's Experience and Capacity to Deliver	Provide a description of the experience of the Respondent and any named subconsultants and subcontractors (Key Firms). Note any experience where the Respondent and other proposed firms on your team have worked together on projects of similar size and complexity to this Project.	Proven ability of the Respondent and team member companies to deliver all aspects required for successful DB projects with a

Table 7-1. Submittal Requirements and Evaluation Considerations

Submittal Section	Submittal Requirement	Evaluation Considerations
	Provide a discussion of the capacity, resources, tools, and processes that the Respondent would use to assure delivery of the Project. Provide a description (firm-level) of your team's specific experience with: • DB delivery (identify where this is fixed price DB and where this is progressive DB) • Experience with design of intakes • Experience with in-water construction. In particular, identify where this experience has been in riverine environments where turbidity controls / monitoring has been required • Experience with pump station design for projects of similar size and with approximately 800 feet water column of head at maximum flow will be required for this Project. In particular, note experience with conducting hydraulic analyses and surge modeling • Experience obtaining and complying with Corps 404 permits. In particular, identify where this has involved in-water (riverine) construction and where it has involved work in or adjacent to wetland areas • Experience designing major pipelines of similar size and distance as will be required for this project • Experience constructing pipelines. In particular note where this has involved installation in steep slopes and/or in areas of hard rock, such as basalt • Experience with start up and commissioning of conveyance systems similar to what will be required for this Project Provide descriptions of up to 7 relevant projects each completed no longer than 10 years prior to the date of submission. The projects should show the full range of experience to collectively address the types of services and project facilities required for this Project. Projects that are in-progress are acceptable, but their level of completion will be considered in the evaluation, so Respondents are encouraged to provide projects that are nearly complete if possible. Each description should include: • Name and location of the project • Total installed cost • Start date and completion date (or estimated completion date) • Name of the client and a current telephone and email reference to an individual associated with the client • Specific roles and scope of any company on the Respondent's team that was associated with the project • Specific roles of any individual staff members proposed for this Project; • Narrative description of the project and its relevance to this Project. • *2-page limit for each project (14 pages total for project descriptions)* Respondents may, at their discretion, select projects that feature: • DB experience with water conveyance projects • DB experience with wastewater conveyance projects	focus on water intakes, pump stations, and conveyance Demonstrated capacity, resources, tools, and processes to support the required level of effort to deliver the Project Reference projects provide clear alignment with the specific experience requirements of this Section 2.1, and the Key Personnel and other named individuals' experience as discussed in Section 2.3

Table 7-1. Submittal Requirements and Evaluation Considerations

Submittal Section	Submittal Requirement	Evaluation Considerations
	• DB experience with other types of projects • Projects using any delivery method that demonstrate Respondent's relevant design, permitting, and/or construction, experience with water conveyance projects.	
2.2 Organizational Approach and Firm Experience	Provide firm's organizational approach that leverages the benefits of design-build, and provide all the functions necessary to successfully deliver a water conveyance project from design through construction. • *3-page limit for organizational approach* Include a project organizational chart that shows the prime firm and subcontracts for this project. Specifically address experience in the following areas: • DB delivery (identify where this is fixed price DB and where this is progressive DB) • Experience with design of intakes • Experience with in-water construction. In particular, identify where this experience has been in riverine environments where turbidity controls / monitoring has been required • Experience with pump station design for projects of similar size and with similar head and flow conditions as will be required for this Project. In particular, note experience with conducting hydraulic analyses and surge modeling • Experience obtaining and complying with Corps 404 permits. In particular, identify where this has involved in-water (riverine) construction and where it has involved work in or adjacent to wetland areas • Experience designing major pipelines of similar size and distance as will be required for this project • Experience constructing pipelines. In particular note where this has involved installation in steep slopes and/or in areas of hard rock, such as basalt • Experience with start up and commissioning of conveyance systems similar to what will be required for this Project • *One 11 by 17 page for the organization chart (the 11 by 17 page should be numbered as 2 consecutive pages)*	Demonstrate firm experience working together on design-build projects. Clearly demonstrate roles and responsibilities of each firm. Provide point of contact and clear paths of communication for the entire team and with the IWRB. Specific experience of Project team members (firm-level) in identified areas in Section 2.1.
2.3 Key Personnel Experience and Qualifications	Provide a description of how Respondent will organize and deliver the Project at the staff level, including any transition of staff or leadership from design to construction. Include a discussion of where various functions will be physically located during execution of the Project. Describe Respondent's approach to team continuity and leadership with respect to the proposed DB Manager and other Key Personnel. Include a project organization chart that shows the individual's name proposed for:	Demonstrated leadership of the DB Manager and commitment to team continuity. Depth and relevance of the proposed Key Personnel's experience on similar projects; alignment of Key Personnel and other named

Table 7-1. Submittal Requirements and Evaluation Considerations

Submittal Section	Submittal Requirement	Evaluation Considerations
	• The required Key Personnel positions as defined in Section 1.5.1 of this RFQ. • Any additional named positions identified at the Respondent's discretion. • Any additional critical functions to be staffed at a later date (Project functions without currently named individuals). • *One 11 by 17 page for the organization chart (the 11 by 17 page should be numbered as 2 consecutive pages)* Following the organization chart, provide a summary table listing all other named positions, (non-Key Personnel) shown on the organization chart, the name of the individual, current employer, and a summary of the individuals' qualifications for the assigned function. • *4-page limit total for the summary table* Resumes for required Key Personnel, including the title as shown on the organization chart, name of the individual, current employer, professional registration (as applicable), and narrative descriptions of relevant experience including academic and professional qualifications • In the resumes, describe the experience and qualifications of the proposed person, especially as it relates to DB project delivery leadership on similarly complex and challenging projects of similar size and complexity to the Project preferred. • *2-page limit for each Key Personnel resume.*	individuals' experience in this Section 2.3 to referenced project experience discussed in Section 2.1, and applicability of individual's experience to his or her proposed Project role. Insight and justification for the including additional named positions.
SOQ Appendices		
Appendix A -- Required Forms	The forms included in Attachment F of this RFQ must be completed and included as Appendix A of the SOQ.	N/A – Items considered under other criteria
Appendix B -- Financial, Bonding, and Insurance Information	Financial qualifications information, and insurance and bonding submittals (Submitted in separate package).	N/A: – Items considered under other criteria
Appendix C -- Comments on Risk Allocation Matrix and Term Sheet	Respondent's comments on Term Sheet and Risk Allocation Matrix *Optional – not scored. Submitted in separate envelope.*	N/A

7.5 Scored Evaluation Criteria and Weighting

Pass/Fail criteria are defined in Section 7.4. Table 7-2 indicates weighting that will be given to the scored evaluation criteria.

Table 7-2. SOQ Evaluation Criteria and Weighting

Experience and Qualifications	
1. Respondent and Key Firm's Capacity to Deliver • Experience of Respondent and proposed team (firms) with DB delivery • Experience of Respondent and proposed team working together on previous projects • Overall capacity, resources, tools, and processes to assure delivery of the Project, including depth of staff	20 points
2. Respondent and Key Firm's Experience • Experience of proposed DB team with in-take design and in-water construction in riverine environment • Experience with pump station and water pipeline design and construction of similar size and distance as will be required for this Project • Experience obtaining and complying with Corps 404 permits • Experience constructing pipelines in steep slopes and/or in areas of hard rock • Experience with start-up and commissioning of conveyance systems similar to what will be required for this Project	30 points
3. Staff Experience and Key Personnel • Experience and qualifications for intake design and in-water construction • Experience and qualifications for pump station design • Experience and qualifications for pipeline design and construction • Experience of Key Personnel with DB delivery • Experience of Key Personnel working together on previous projects	50 points

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8. IWRB Rights

The issuance of this RFQ does not constitute an assurance by the IWRB that any contract will be entered into by the IWRB, and the IWRB expressly reserves the right to the following:

- Waive any immaterial defect or informality in any response or response procedure.
- Reject any and all SOQs.
- Reissue the RFQ.
- Request additional information and data from any or all Respondents.
- Extend the date for submission of responses.
- Supplement, amend, or otherwise modify the RFQ, and cancel this RFQ with or without the substitution of another RFQ.
- Disqualify any Respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
- Disqualify any Respondent on the basis of any real or apparent conflict of interest.

By responding to this RFQ, the Respondent agrees that any finding by the IWRB of any fact in dispute as to this RFQ or the responses thereto shall be final and conclusive, except as provided herein.

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Attachment A: List of Project Background Documents

A.1 – Project Background Documents

A.1.1 - Memorandum of Understanding

A.1.2 - Memorandum of Agreement

A.1.3 - Final Facility Plan with Appendices, 2018

A.1.4 - Draft Geotechnical Data Report, 2023

A.1.5 - Final Environmental Assessment. BLM, IWRB and MHAFB. 2017

Attachment B: Water Resilience Project Cost Estimate

B.1 – Project Cost Estimate

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Memorandum

Date: January 06, 2023

To: Vincent Roquebert, Irvine

From: Nitesh Poladia, Dallas

Reviewed by: William Agster, Denver

Project No.: 159374.100

Subject: Mountain Home Airforce Base Water Resilience Project
Planning Level/Conceptual-Percent Design Completion
Basis of Estimate of Probable Construction Cost

The Basis of Estimate Report and supporting estimate reports for the subject project are attached. Please call me if you have questions or need additional information.

Enclosures (3):

1. Basis of Estimate Report
2. Summary Estimate
3. Detailed Estimate

Basis of Estimate Report

Mountain Home Airforce Base Water Resilience Project

Introduction

Brown and Caldwell (BC) is pleased to present this opinion of probable construction cost (estimate) prepared for the Idaho Water Resource Board's (IWRB) Mountain Home Airforce Base Water Resilience Project, Mountain Home, ID.

Estimated Project Costs

Based on the typical accuracy of a Class 4 estimate, the expected range of costs are:

Upper Range	Estimated Cost	Lower Range
+35%		-25%
$70,258,640	$52,043,437	$39,032,578

Summary

This Basis of Estimate contains the following information:

- Scope of work
- Background of this estimate
- Class of estimate
- Estimating methodology
- Direct cost development
- Indirect cost development
- Bidding assumptions
- Estimating assumptions
- Estimating exclusions
- Allowances for known but undefined work
- Contractor and other estimate markups

Scope of Work

The Mountain Home Air Force Base (MHAFB) relies on groundwater for its water supply but diverts its water from a critical declining aquifer. The Idaho Water Resource Board intends to develop a pipeline and RAW water intake pump station to deliver water from the Snake River to MHAFB as an alternate water supply to existing ground water source. The Board will undertake financing design, construction, and maintenance methods to deliver the project by means of Design-Build or Design-Build-Operate methodology.

Project includes following key features:

- RAW Water Intake Pump Station
- RAW Water Pipeline
- Intake Pipeline

Background of this Estimate

The attached estimate of probable construction cost is based on documents dated December 2022, received by the Estimating and Scheduling Group (ESG). These documents are described as planning level/conceptual complete based on the current project progression, additional or updated scope and/or quantities, and ongoing discussions with the project team. Further information can be found in the detailed estimate reports.

Class of Estimate

Class 4: 1 to 15 Percent Design Completion

In accordance with the Association for the Advancement of Cost Engineering International (AACE) criteria, this is a Class 4 estimate. A Class 4 estimate is defined as a Planning Level or Design Technical Feasibility Estimate. Typically, engineering is from 1 to 15 percent complete. Class 4 estimates are used to prepare planning level cost scopes or to evaluate alternatives in design conditions and form the base work for the Class 3 Project Budget or Funding Estimate.

Expected accuracy for Class 4 estimates typically range from -30 to +50 percent, depending on the technological complexity of the project, appropriate reference information and the inclusion of an appropriate contingency determination. In unusual circumstances, ranges could exceed those shown.

Estimating Methodology

This estimate was prepared using quantity take-offs, vendor quotes and equipment pricing furnished either by the project team or by the estimator. The estimate includes direct labor costs and anticipated productivity adjustments to labor and equipment. Where possible, estimates for work anticipated to be performed by specialty subcontractors have been identified.

Construction labor crew and equipment hours were calculated from production rates contained in documents and electronic databases published by R.S. Means, Mechanical Contractors Association (MCA), and Rental Rate Blue Book for Construction Equipment (Blue Book).

Direct Cost Development

Costs associated with the General Provisions and the Special Provisions of the construction documents, which are collectively referred to as Contractor General Conditions (CGC), were based on the estimator's interpretation of the contract documents. The estimates for CGCs are divided into two groups: a time-related group (e.g., field personnel) and non-time-related group (e.g., bonds and insurance). Labor burdens such as health and welfare, vacation, union benefits, payroll taxes, and worker's compensation insurance are included in the labor rates. No trade discounts were considered.

Indirect Cost Development

Local sales tax has been applied to material and equipment rentals. A percentage allowance for contractor's home office expense has been included in the overall rate markups. The rate is standard for this type of heavy construction and is based on typical percentages outlined in Means Heavy Construction Cost Data.

The contractor's cost for builder's risk, general liability and vehicle insurance has been included in this estimate. Based on historical data, this is typically two to four percent of the overall construction contract amount. These indirect costs have been included in this estimate as a percentage of the gross cost and are added after the net markups have been applied to the appropriate items.

Bidding Assumptions

The following bidding assumptions were considered in the development of this estimate.

1. Bidders must hold a valid, current Contractor's credentials, applicable to the type of project.
2. Bidders will develop estimates with a competitive approach to material pricing and labor productivity, and will not include allowances for changes, extra work, unforeseen conditions or any other unplanned costs.
3. Estimated costs are based on a minimum of four bidders. Actual bid prices may increase for fewer bidders or decrease for a greater number of bidders.
4. Bidders will account for General Provisions and Special Provisions of the contract documents and will perform all work except that which will be performed by traditional specialty subcontractors as identified here:
   - Electrical
   - HVAC and Fire Suppression
   - Finishes
   - Doors & Windows
   - Structural

Estimating Assumptions

As the design progresses through different completion stages, it is customary for the estimator to make assumptions to account for details that may not be evident from the documents. The following assumptions were used in the development of this estimate.

1. It is anticipated that hard rock will be encountered during excavation activities. For all excavation below grade, it is assumed that rock removal will be required at 2 feet below grade. It is assumed that blasting of rock is not allowed and will require mechanical methods to break up and excavate.
2. All excavated rock will be broken into pieces 6 inches or less and will be suitable as backfill or fill.
3. RAW water pipeline is a combination of 12,500 linear feet of 18 inches schedule 10 carbon steel and 63,215 linear feet of 20 inches diameter HDPE IPS DR 13.5 pipe.
4. The upper and lower intake pipelines are both 300 linear feet long each and made of 30 inches diameter carbon steel schedule 10 pipe.
5. Slab on grade for pump station and generator is assumed to be 18 inches thick and 5,000 psi concrete. The equipment pad is assumed to be 12 inches thick and 4,500 psi concrete.

6. Trenching for the RAW water pipeline was assumed to be 73 percent without rock removal and 27 percent with rock removal.
7. The intake pump station will house vertical turbine pumps with 300 hp capacity and the cost is based on BC database. No vendor quotes were received.
8. The intake pump station is assumed to be CMU block building with metal roof.
9. Contractor performs the work during normal daylight hours, nominally 7 a.m. to 5 p.m., Monday through Friday, in an 8-hour shift. No allowance has been made for additional shift work or weekend work.
10. Contractor has complete access for lay-down areas and mobile equipment.
11. Equipment rental rates are based on verifiable pricing from the local project area rental yards, Blue Book rates, and/or rates contained in the estimating database.
12. Contractor markup is based on conventionally accepted values that have been adjusted for project-area economic factors.
13. Bulk material quantities are based on manual quantity take-offs.
14. There is enough electrical power to feed the specified equipment. The local power company will supply power and transformers suitable for this facility.
15. Soils are of adequate nature to support the structures. No piles have been included in this estimate.

Estimating Exclusions

The following estimating exclusions were assumed in the development of this estimate.

1. Hazardous materials remediation and/or disposal.
2. O&M costs for the project except for the vendor supplied O&M manuals.
3. Utility agency costs for incoming power modifications.
4. Permits beyond those normally needed for the type of project and project conditions.
5. Impacts from COVID-19 including additional labor and management hours required to meet social distancing, personal protection, and cleaning routines, additional costs of protective equipment, supply chain impacts, and material shortages.

Allowances for Known but Undefined Work

The following allowances were made in the development of this estimate.

1. Structural steel = $300,000
2. Doors and Windows = $30,000
3. Finishes = $50,000
4. HVAC and Fire Suppression = $200,000
5. Pump Encasement = $200,000
6. Intake Pipeline Manifold = $500,000
7. Intake Screen = $150,000

Contractor and Other Estimate Markups

Contractor markup is based on conventionally accepted values which have been adjusted for project-area economic factors. Estimate markups are shown in Table 1.

Table 1. Estimate Markups

Item	Rate (%)
Direct Construction Cost	
Labor markup	10
Materials and process equipment	10
Equipment (construction-related)	10
Subcontractor	15
Start-up, training & O&M	2
Material Shipping and Handling	2
Contractor General Conditions (OH&P)	15
Indirect Markups	
Design Development Contingency (Risk)	25
Escalation to midpoint	12
Builders Risk, Liability and Auto Insurance	2
Performance and Payment Bonds	1.5
Engineering Design	8
Construction Management	6

Labor Markup

The labor rates used in the estimate were derived from RS Means latest national average wage rate tables and city cost indexes. These include base rate paid to the laborer plus fringes. A labor burden factor is applied to these such that the final rates include all employer paid taxes. These taxes are FICA (which covers social security plus Medicare), Workers Comp (which varies based on state, employer experience and history) and unemployment insurance. The result is fully loaded labor rates. In addition to the fully loaded labor rate, an overhead and profit markup is applied at the back end of the estimate. This covers payroll and accounting, estimator's wages, home office rent, advertising and owner profit.

Materials and Process Equipment Markup

This markup consists of the additional cost to the contractor beyond the raw dollar amount for material and process equipment. This includes shop drawing preparation, submittal and/or re-submittal cost, purchasing and scheduling materials and equipment, accounting charges including invoicing and payment, inspection of received goods, receiving, storage, overhead and profit.

Equipment (Construction) Markup

This markup consists of the costs associated with operating the construction equipment used in the project. Most GCs will rent rather than own the equipment and then charge each project for its equipment cost. The equipment rental cost does not include fuel, delivery and pick-up charges, additional insurance

requirements on rental equipment, accounting costs related to home office receiving invoices and payment. However, the crew rates used in the estimate do account for the equipment rental cost. Occasionally, larger contractors will have some or all the equipment needed for the job, but to recoup their initial purchasing cost they will charge the project an internal rate for equipment use which is like the rental cost of equipment. The GC will apply an overhead and profit percentage to each individual piece of equipment whether rented or owned.

To address the significant increase in fuel pricing from early 2022 to the date of this estimate, a 6% Diesel Fuel Adjustment markup is applied in addition to the standard equipment markup.

Subcontractor Markup

This markup consists of the GC's costs for subcontractors who perform work on the site. This includes costs associated with shop drawings, review of subcontractor's submittals, scheduling of subcontractor work, inspections, processing of payment requests, home office accounting, and overhead and profit on subcontracts.

Sales Tax (Materials, Process Equipment and Construction Equipment)

This is the tax that the contractor must pay according to state and local tax laws. The percentage is applied to both the material and equipment the GC purchases as well as the cost for rental equipment. The percentage is based on the local rates in place at the time the estimate was prepared.

Contractor Startup, Training, and O&M Manuals

This cost markup is often confused with either vendor startup or owner startup. It is the cost the GC incurs on the project beyond the vendor startup and owner startup costs. The GC generally will have project personnel assigned to facilitate the installation, testing, startup and O&M manual preparation for equipment that is put into operation by either the vendor or owner. These project personnel often include an electrician, pipe fitter or millwright, and/or I&E technician. These personnel are not included in the basic crew makeup to install the equipment but are there to assist and troubleshoot the startup and proper running of the equipment. The GC also incurs a cost for startup for such things as consumables (oil, fuel, filters, etc.), startup drawings and schedules, startup meetings and coordination with the plant personnel in other areas of the plant operation.

Builders Risk, Liability, and Vehicle Insurance

This percentage comprises all three items. There are many factors which make up this percentage, including the contractor's track record for claims in each of the categories. Another factor affecting insurance rates has been a dramatic price increase across the country over the past several years due to domestic and foreign influences. Consequently, in the construction industry we have observed a range of 0.5 to 1 percent for Builders Risk Insurance, 1 to 1.25 percent for General Liability Insurance, and 0.85 to 1 percent for Vehicle Insurance. Many factors affect each area of insurance, including project complexity and contractor's requirements and history. Instead of using numbers from a select few contractors, we believe it is more prudent to use a combined 2 percent to better reflect the general costs across the country. Consequently, the actual cost could be higher or lower based on the bidder, region, insurance climate, and the contractor's insurability at the time the project is bid.

Material Shipping and Handling

This can range from 2 to 6 percent, and is based on the type of project, material makeup of the project, and the region and location of the project. Material shipping and handling covers delivery costs from vendors, unloading costs (and in some instances loading and shipment back to vendors for rebuilt equipment), site

paperwork, and inspection of materials prior to unloading at the project site. BC typically adjusts this percentage by the amount of materials and whether vendors have included shipping costs in the quotes that were used to prepare the estimate. This cost also includes the GC's cost to obtain local supplies, e.g., oil, gaskets and bolts that may be missing from the equipment or materials shipped.

Escalation to Midpoint for Labor, Materials and Subcontractors

In addition to contingency, it is customary for projects that will be built over several years to include an escalation to midpoint of anticipated construction to account for the future escalation of labor, material and equipment costs beyond values at the time the estimate is prepared. For this project, the anticipated rate of escalation is 6 percent per annum.

The estimated construction time for this project is 12 months, exclusive of unusual weather or site conditions delays. Construction is anticipated to start June 2024 and be completed by June 2025. The escalation factors used in this estimate are calculated from the date of this estimate to the anticipated midpoint of construction which is approximately 23 months from the date of this estimate.

Design Development Contingency

The contingency factor covers unforeseen conditions, area economic factors, and general project complexity. This contingency is used to account for those factors that cannot be addressed in each of the labor and/or material installation costs. Based on industry standards, completeness of the project documents, project complexity, the current design stage and area factors, construction contingency can range from 10 to 50 percent.

Performance and Payment Bonds

Based on historical and industry data, this can range from 0.75 to 3 percent of the project total. There are several contributing factors including such items as size of the project, regional costs, contractor's historical record on similar projects, complexity and current bonding limits. BC uses 1.5 percent for bonds, which we have determined to be reasonable for most heavy construction projects.

MOUNTAIN HOME AIRFORCE BASE WATER RESILIENCE PROJECT

IDAHO WATER RESOURCE BOARD (IWRD)
MOUNTAIN HOME AIRFORCE BASE WATER RESILIENCE PROJECT
CLASS 4 : PLANNING LEVEL/CONCEPTUAL

Estimator	Nitesh Poladia
BC Project Manager	Vincent Roquebert
BC Office	Boise, ID
BC Project Number	159374.100

MOUNTAIN HOME AIRFORCE BASE WATER RESILIENCE PROJECT

Phase	Description	Gross Total Cost with Markups
01 MOUNTAIN HOME AFB WATER RESILIENCE PROJECT		
01 RAW Water Intake Pump Station		11,582,315
02 RAW Water Pipeline		37,772,149
03 Intake Pipeline		2,688,973
01 MOUNTAIN HOME AFB WATER RESILIENCE PROJECT		52,043,437

Estimate Detail Report

1/6/2023

BC Project Number: 159374.100
Lead Estimator: Nitesh Poladia

MOUNTAIN HOME AIRFORCE BASE WATER RESILIENCE PROJECT

Phase	Description	Takeoff Quantity	Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
01 MOUNTAIN HOME AFB WATER RESILIENCE PROJECT									
01 RAW Water Intake Pump Station									
03330 Slab on Grade for Generator (20' x 20' x 18" thick)									
03-21-10.60	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	1.67 ton	1,081.06	1,345.60	-	-	-	2,426.67	4,045
03-21-10.60	Reinforcing in place, unloading & sorting, add to above - slabs	1.67 ton	41.66	-	15.90	-	-	57.56	96
03-21-10.60	Reinforcing in place, crane cost for handling, add to above, slabs	1.67 ton	45.28	-	17.28	-	-	62.56	104
03-31-05.35	Structural concrete,ready mix,normal weight,5000 psi,includes local aggregate,sand,portland cement and water,excludes all additives and treatments	23.33 cy	-	113.42	-	-	-	113.42	2,647
03-31-05.70	Structural concrete, placing, slab on grade, pumped, over 6" thick, includes vibrating, excludes material	23.33 cy	25.71	-	4.30	-	-	30.01	700
03-35-29.30	Concrete finishing, floors, monolithic, screed, float and broom finish	400.00 sf	1.00	-	-	-	-	1.00	399
03-35-29.30	Concrete finishing, floor, hardener, non-metallic, medium service, 0.75 psf, add	400.00 sf	0.85	0.23	-	-	-	1.08	432
	Slab on Grade for Generator (20' x 20' x 18" thick)	**22.22 cy**	**147.88**	**224.14**	**7.00**			**379.02**	**8,423**
03330 Slab on Grade (Pump Station - 50' x 35' x 18" thick)									
03-21-10.60	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	7.29 ton	1,081.06	1,345.60	-	-	-	2,426.66	17,695
03-21-10.60	Reinforcing in place, unloading & sorting, add to above - slabs	7.29 ton	41.66	-	15.90	-	-	57.56	420
03-21-10.60	Reinforcing in place, crane cost for handling, add to above, slabs	7.29 ton	45.28	-	17.29	-	-	62.56	456
03-31-05.35	Structural concrete,ready mix,normal weight,5000 psi,includes local aggregate,sand,portland cement and water,excludes all additives and treatments	102.08 cy	-	113.42	-	-	-	113.42	11,579
03-31-05.70	Structural concrete, placing, slab on grade, pumped, over 6" thick, includes vibrating, excludes material	102.08 cy	25.71	-	4.30	-	-	30.01	3,063
03-35-29.30	Concrete finishing, floors, monolithic, screed, float and broom finish	1,750.00 sf	1.00	-	-	-	-	1.00	1,744
03-35-29.30	Concrete finishing, floor, hardener, non-metallic, medium service, 0.75 psf, add	1,750.00 sf	0.85	0.23	-	-	-	1.08	1,889
	Slab on Grade (Pump Station - 50' x 35' x 18" thick)	**97.22 cy**	**147.86**	**224.12**	**7.00**			**378.99**	**36,846**
03370 Equipment Pad - Vertical Turbine Pump (10' x 10' x 12" thick)									
03-11-13.65	C.I.P. concrete forms, slab on grade, edge, wood, 7" to 12" high, 4 use, includes erecting, bracing, stripping and cleaning	160.00 sfca	4.85	1.20	-	-	-	6.05	969
03-15-05.12	Chamfer strip, wood, 3/4" wide	160.00 lf	1.04	0.14	-	-	-	1.18	189
03-21-10.60	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	0.66 ton	1,081.06	1,345.60	-	-	-	2,426.67	1,602

Phase	Description	Takeoff Quantity		Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
03370 Equipment Pad - Vertical Turbine Pump (10' x 10' x 12" thick)										
03-21-10.60	Reinforcing steel, in place, dowels, deformed, 2' long, #5, A615, grade 60	160.00	ea	2.86	1.55	-	-	-	4.41	705
03-21-10.60	Reinforcing in place, unloading & sorting, add to above - slabs	0.78	ton	41.65	-	15.90	-	-	57.55	45
03-31-05.35	Structural concrete,ready mix,normal weight,4500 psi,includes local aggregate,sand,portland cement and water,excludes all additives and treatments	14.82	cy	-	110.16	-	-	-	110.16	1,632
03-31-05.35	Structural concrete, ready mix, for short load (less than 4 C.Y.), add per load	4.00	ea	-	102.00	-	-	-	102.00	408
03-31-05.70	Structural concrete, placing, slab on grade, pumped, up to 6" thick, includes vibrating, excludes material	14.82	cy	36.58	-	6.12	-	-	42.70	633
03-35-29.30	Concrete finishing, floors, monolithic, screed finish	400.00	sf	0.38	-	-	-	-	0.38	154
	Equipment Pad - Vertical Turbine Pump (10' x 10' x 12" thick)	**14.82**	**cy**	**191.80**	**228.88**	**6.95**			**427.63**	**6,335**
04220 Exterior Masonry Walls (CMU & Brick) - 50' x 35' x 20' high										
04-22-10.28	Concrt block,high strngt,hollow,3500 psi,12"8"16",incldes mortar and horzntl joint rnfrcng every other course,excluds scffldn,grout and verticl rnfrcng	3,400.00	sf	13.14	15.00	-	-	-	28.14	95,667
04-22-10.18	Concret block,col pilastr,2 piece unit,2000 psi,20"x32",includs mortar,verticl rnfrcng (4-#4 bars) and grout,excluds scffldn and horzntl reinforcing	170.00	vlf	78.20	85.00	-	-	-	163.20	27,744
04-05-19.26	Masonry reinforcing bars, #5 and #6 reinforcing steel bars, placed horizontally, ASTM A615	5,100.00	lb	0.72	0.65	-	-	-	1.37	6,987
04-05-19.26	Masonry reinforcing bars, #5 and #6 reinforcing steel bars, placed vertically, ASTM A615	2,652.00	lb	0.89	0.65	-	-	-	1.54	4,077
01-54-23.70	Scaffolding, steel tubular, regular, labor only to erect & dismantle, building exterior, wall face	170.00	csf	202.06	-	-	-	-	202.06	34,350
	Exterior Masonry Walls (CMU & Brick) - 50' x 35' x 20' high	**3,400.00**	**sf**	**28.93**	**20.72**				**49.65**	**168,825**
05999 Structural Steel Work										
05-99-99.99	Roof, structural steel, thermal protection	1.00	ls	-	300,000.00	-		-	300,000.00	300,000
	Structural Steel Work	**1.00**	**ls**		**300,000.00**				**300,000.00**	**300,000**
08999 Doors and Windows										
08-99-99.99	Doors and Windows (allowance)	1.00	ls	-	30,000.00	-		-	30,000.00	30,000
	Doors and Windows	**1.00**	**ls**		**30,000.00**				**30,000.00**	**30,000**

Phase	Description	Takeoff Quantity		Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
09999 Finishes										
09-99-99.99	Finishes (allowance)	1.00	ls	-	50,000.00	-		-	50,000.00	50,000
	Finishes	**1.00**	**ls**		**50,000.00**				**50,000.00**	**50,000**
23999 Fire Suppression and HVAC										
23-99-99.99	Fire Suppression, HVAC (allowance)	1.00	ls	-	-	-	200,000.00	-	200,000.00	200,000
	Fire Suppression and HVAC	**1.00**	**ls**				**200,000.00**		**200,000.00**	**200,000**
26999 Electrical Work										
26-99-99.99	Pump station SCADA system connected to WTP SCADA system through concrete encased fiber optic cable running along raw water pipeline	1.00	ls	-	-	-	750,000.00	-	750,000.00	750,000
26-32-13.13	Generator set, diesel, 3 phase 4 wire, 277/480 V, 750 kW, incl battery, charger, muffler, & day tank, excl conduit, wiring, & concrete	1.00	ea				270,000.00	-	270,000.00	270,000
26-29-23.10	Variable frequency drives, for pumps (includes conduit & wiring)	4.00	ea				160,000.00	-	160,000.00	640,000
26-99-99.99	Misc. electrical work (allowance)	1.00	ls	-	-	-	1,250,000.00	-	1,250,000.00	1,250,000
	Electrical Work	**1.00**	**ls**				**2,910,000.00**		**2,910,000.00**	**2,910,000**
31290 Structure Excavation and Backfill - Pump Station (50' x 35' x 4' deep)										
31-23-16.42	Excavating, bulk bank measure, in sheeting or cofferdam, with all other equipment, minimum	470.96	bcy	7.27	-	6.85	-	-	14.13	6,654
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	35.63	ecy	2.59	-	0.50	-	-	3.09	110
31-23-23.16	Fill by borrow and utility bedding, for pipe and conduit, crushed stone, 3/4" to 1/2", excludes compaction	82.86	lcy	10.85	13.10	1.96	-	-	25.91	2,147
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	71.26	ecy	2.59	-	0.50	-	-	3.09	220
31-23-23.14	Backfill, structural, common earth, 200 HP dozer, 300' haul, from existing stockpile, excludes compaction	161.51	lcy	1.20	-	1.64	-	-	2.84	459
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	140.44	ecy	2.59	-	0.50	-	-	3.09	434
31-23-23.19	Loading trucks, 2.5 C.Y. bucket, front end loader, wheel mounted	315.07	bcy	0.56	-	0.37	-	-	0.92	291
31-23-23.18	Hauling,excavated borrow material,loose cubic yards,20 mile round trip,0.4 load/hr,base wide rate,12 cy truck,highway haulers,excludes loading	393.49	lcy	13.95	-	17.62	-	-	31.57	12,423
	Structure Excavation and Backfill - Pump Station (50' x 35' x 4' deep)	**470.96**	**cy**	**22.98**	**2.30**	**23.00**			**48.28**	**22,739**

Phase	Description	Takeoff Quantity		Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
32999 Site Improvements										
32-99-99.99	Site improvements (includes fence, gate, and misc work)	1.00	ls	-	50,000.00	-		-	50,000.00	50,000
	Site Improvements	**1.00**	**ls**		**50,000.00**				**50,000.00**	**50,000**
46999 Vertical Turbine Pumps										
46-06-00.00	Unload pumps	4.00	ea	6,152.33	0.00	2,374.91	-	-	8,527.24	34,109
46-06-00.00	Install new turbine pumps (300 hp) (includes pump cans)	4.00	ea	17,370.60	300,000.00	9,008.22	-	-	326,378.82	1,305,515
03-15-19.10	Install anchors set of 4	4.00	set	347.86	671.20	-	-	-	1,019.05	4,076
	Vertical Turbine Pumps	**4.00**	**ea**	**23,870.78**	**300,671.20**	**11,383.13**			**335,925.11**	**1,343,700**
46999 Pump Encasement										
46-99-99.99	Pump encasement	4.00	ea	-	50,000.00	-		-	50,000.00	200,000
	Pump Encasement	**4.00**	**ea**		**50,000.00**				**50,000.00**	**200,000**
	01 RAW Water Intake Pump Station	**1.00**	**LS**	**225,184.22**	**1,934,381.75**	**57,302.67**	**3,110,000.00**		**5,326,868.64**	**5,326,869**
02 RAW Water Pipeline										
33490 Trench for Utilities - 18/20" RAW Water - No Rock										
31-23-16.13	Excavating, trench or continuous footing, common earth, 1-1/2 C.Y. excavator, 6' to 10' deep, excludes sheeting or dewatering	50,040.49	bcy	1.94	-	1.48	-	-	3.42	170,913
01-54-33.40	Rent trench box, 9500 lbs, 8' x 20'	1,659.00	day	-	-	143.91	-	-	143.91	238,740
31-23-23.19	Trench box, move and reset	2,764.00	ea	72.75	-	55.33	-	-	128.08	354,017
31-23-23.16	Fill by borrow and utility bedding, for pipe and conduit, crushed stone, 3/4" to 1/2", excludes compaction	26,517.20	lcy	10.85	13.10	1.96	-	-	25.91	687,095
31-23-23.16	Fill by borrow and utility bedding, for pipe and conduit, compacting bedding in trench	23,058.43	ecy	5.75	-	1.12	-	-	6.87	158,448
33-05-97.10	Utility line signs, markers, and flags, underground tape, detectable, reinforced, aluminum foil core, 2", excludes excavation and backfill	553.00	clf	3.45	1.71	-	-	-	5.16	2,853
31-23-16.13	Excavating, trench backfill, 2-1/4 C.Y. bucket, 100' haul, front end loader, wheel mounted, excludes dewatering	25,895.96	lcy	2.93	-	1.92	-	-	4.85	125,651
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	22,518.22	ecy	2.59	-	0.50	-	-	3.09	69,631
31-23-23.19	Loading trucks, 2.5 C.Y. bucket, front end loader, wheel mounted	27,522.27	bcy	0.56	-	0.37	-	-	0.92	25,440
31-23-23.18	Hauling,excavated borrow material,loose cubic yards,20 mile round trip,0.4 load/hr,base wide rate,12 cy truck,highway haulers,excludes loading	34,402.84	lcy	13.95	-	17.62	-	-	31.57	1,086,194

Phase	Description	Takeoff Quantity		Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
	Trench for Utilities - 18/20" RAW Water - No Rock	**55,272.00**	**lf**	**24.42**	**6.30**	**22.09**			**52.81**	**2,918,981**
33490 Trench for Utilities - 18/20" RAW Water - With Rock										
31-23-16.13	Breaking trap rock, very hard, ideal conditions, 2 1/2 Cy backhoe with hydrauldic hammer, crawler mounted	18,508.07	bcy	29.09	-	58.73	-	-	87.81	1,625,265
01-54-33.40	Rent trench box, 9500 lbs, 8' x 20'	614.00	day	-	-	143.91	-	-	143.91	88,358
31-23-23.19	Trench box, move and reset	1,023.00	ea	72.75	-	55.33	-	-	128.08	131,027
31-23-23.16	Fill by borrow and utility bedding, for pipe and conduit, crushed stone, 3/4" to 1/2", excludes compaction	9,807.70	lcy	10.85	13.10	1.96	-	-	25.91	254,130
31-23-23.16	Fill by borrow and utility bedding, for pipe and conduit, compacting bedding in trench	8,528.43	ecy	5.75	-	1.12	-	-	6.87	58,604
33-05-97.10	Utility line signs, markers, and flags, underground tape, detectable, reinforced, aluminum foil core, 2", excludes excavation and backfill	204.00	clf	3.45	1.71	-	-	-	5.16	1,052
31-23-16.13	Excavating, trench backfill, 2-1/4 C.Y. bucket, 100' haul, front end loader, wheel mounted, excludes dewatering	9,577.92	lcy	2.93	-	1.92	-	-	4.85	46,473
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	8,328.63	ecy	2.59	-	0.50	-	-	3.09	25,754
31-23-23.19	Loading trucks, 2.5 C.Y. bucket, front end loader, wheel mounted	10,179.44	bcy	0.56	-	0.37	-	-	0.92	9,409
31-23-23.18	Hauling,excavated borrow material,loose cubic yards,20 mile round trip,0.4 load/hr,base wide rate,12 cy truck,highway haulers,excludes loading	12,724.30	lcy	13.95	-	17.62	-	-	31.57	401,742
31-23-16.42	Excavating, bulk bank measure, 1-1/2 C.Y. capacity = 125 C.Y./hr, backhoe, hydraulic, crawler mounted, excluding truck loading	23,661.00	bcy	1.16	-	0.89	-	-	2.05	48,489
	Trench for Utilities - 18/20" RAW Water - With Rock	**20,443.00**	**lf**	**50.35**	**6.30**	**74.95**			**131.60**	**2,690,303**
40170 RAW Water - 18" Carbon Steel Pipe Sch.10										
40-05-24.10	Pipe Plain End-CS A53/A106-ERW Grade B-Sch 10 18 Inch (450mm)	12,500.00	lf	-	130.01	-	-	-	130.01	1,625,150
40-05-24.10	Pipe Erection-Straight Run-CS A53/A106-Sch 10 18 Inch (450mm)	12,500.00	lf	27.08	-	4.00	-	-	31.08	388,477
40-05-05.00	Field Cut & Prep Joint-Sch 10 18 Inch (450mm)	625.00	ea	178.96	-	-	-	-	178.96	111,852
40-05-24.10	Field Butt Weld-CS A53/A106-Sch 10 18 Inch (450mm)	625.00	ea	201.68	6.73	63.55	-	-	271.97	169,978
40-05-05.00	Field Testing-Hydrotest-Non-Specific 18 Inch (450mm)	12,500.00	lf	7.00	-	-	-	-	7.00	87,536
	RAW Water - 18" Carbon Steel Pipe Sch.10	**12,500.00**	**lf**	**53.11**	**130.35**	**7.18**			**190.64**	**2,382,993**
40525 RAW Water - 20" HDPE Pipe DR 13.5										
40-05-33.00	Pipe Plain End-HDPE--SDR13.5 20 Inch (500mm)	63,215.00	lf	-	106.75	-	-	-	106.75	6,748,012
40-05-33.00	Pipe Erection-Straight Run-HDPE-Non-Specific 20 Inch (500mm)	63,215.00	lf	30.81	-	4.00	-	-	34.81	2,200,707
40-05-05.00	Field Testing-Hydrotest-Non-Specific 20 Inch (500mm)	63,215.00	lf	7.78	-	-	-	-	7.78	491,875

Phase	Description	Takeoff Quantity		Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
	RAW Water - 20" HDPE Pipe DR 13.5	**63,215.00**	**lf**	**38.59**	**106.75**	**4.00**			**149.34**	**9,440,593**
	02 RAW Water Pipeline	**1.00**	**LS**	**5,482,684.33**	**8,854,515.37**	**3,095,671.21**			**17,432,870.91**	**17,432,871**
03 Intake Pipeline										
31290 Structure Excavation and Backfill - Access Manway (6' diameter x 10' deep)										
31-23-16.42	Excavating, bulk bank measure, in sheeting or cofferdam, with all other equipment, minimum	361.19	bcy	7.27	-	6.85	-	-	14.13	5,103
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	2.37	ecy	2.59	-	0.51	-	-	3.09	7
31-23-23.16	Fill by borrow and utility bedding, for pipe and conduit, crushed stone, 3/4" to 1/2", excludes compaction	5.51	lcy	10.85	13.10	1.96	-	-	25.91	143
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	4.74	ecy	2.59	-	0.50	-	-	3.09	15
31-23-23.14	Backfill, structural, common earth, 200 HP dozer, 300' haul, from existing stockpile, excludes compaction	379.24	lcy	1.20	-	1.64	-	-	2.84	1,077
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	329.78	ecy	2.59	-	0.50	-	-	3.09	1,020
	Structure Excavation and Backfill - Access Manway (6' diameter x 10' deep)	**2.00**	**ea**	**2,006.52**	**36.11**	**1,639.74**			**3,682.37**	**7,365**
33490 Trench for Utilities - 30" Upper Intake										
31-23-16.13	Excavating, trench or continuous footing, common earth, 1-1/2 C.Y. excavator, 6' to 10' deep, excludes sheeting or dewatering	375.00	bcy	1.94	-	1.48	-	-	3.42	1,281
01-54-33.40	Rent trench box, 9500 lbs, 8' x 20'	9.00	day	-	-	143.91	-	-	143.91	1,295
31-23-23.19	Trench box, move and reset	15.00	ea	72.75	-	55.33	-	-	128.08	1,921
31-23-23.16	Fill by borrow and utility bedding, for pipe and conduit, crushed stone, 3/4" to 1/2", excludes compaction	196.06	lcy	10.85	13.10	1.96	-	-	25.91	5,080
31-23-23.16	Fill by borrow and utility bedding, for pipe and conduit, compacting bedding in trench	170.49	ecy	5.75	-	1.12	-	-	6.87	1,172
33-05-97.10	Utility line signs, markers, and flags, underground tape, detectable, reinforced, aluminum foil core, 2", excludes excavation and backfill	3.00	clf	3.45	1.71	-	-	-	5.16	15
31-23-16.13	Excavating, trench backfill, 2-1/4 C.Y. bucket, 100' haul, front end loader, wheel mounted, excludes dewatering	172.50	lcy	2.93	-	1.92	-	-	4.85	837
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	150.00	ecy	2.59	-	0.50	-	-	3.09	464
31-23-23.19	Loading trucks, 2.5 C.Y. bucket, front end loader, wheel mounted	225.00	bcy	0.56	-	0.37	-	-	0.92	208

Phase	Description	Takeoff Quantity		Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
33490 Trench for Utilities - 30" Upper Intake										
31-23-23.18	Hauling,excavated borrow material,loose cubic yards,20 mile round trip,0.4 load/hr,base wide rate,12 cy truck,highway haulers,excludes loading	281.25	lcy	13.95	-	17.62	-	-	31.57	8,880
	Trench for Utilities - 30" Upper Intake	**300.00**	**lf**	**32.93**	**8.58**	**29.00**			**70.51**	**21,153**
33490 Trench for Utilities - 30" Lower Intake										
31-23-16.13	Excavating, trench or continuous footing, common earth, 1-1/2 C.Y. excavator, 6' to 10' deep, excludes sheeting or dewatering	375.00	bcy	1.94	-	1.48	-	-	3.42	1,281
01-54-33.40	Rent trench box, 9500 lbs, 8' x 20'	9.00	day	-	-	143.91	-	-	143.91	1,295
31-23-23.19	Trench box, move and reset	15.00	ea	72.75	-	55.33	-	-	128.08	1,921
31-23-23.16	Fill by borrow and utility bedding, for pipe and conduit, crushed stone, 3/4" to 1/2", excludes compaction	196.06	lcy	10.85	13.10	1.96	-	-	25.91	5,080
31-23-23.16	Fill by borrow and utility bedding, for pipe and conduit, compacting bedding in trench	170.49	ecy	5.75	-	1.12	-	-	6.87	1,172
33-05-97.10	Utility line signs, markers, and flags, underground tape, detectable, reinforced, aluminum foil core, 2", excludes excavation and backfill	3.00	clf	3.45	1.71	-	-	-	5.16	15
31-23-16.13	Excavating, trench backfill, 2-1/4 C.Y. bucket, 100' haul, front end loader, wheel mounted, excludes dewatering	172.50	lcy	2.93	-	1.92	-	-	4.85	837
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	150.00	ecy	2.59	-	0.50	-	-	3.09	464
31-23-23.19	Loading trucks, 2.5 C.Y. bucket, front end loader, wheel mounted	225.00	bcy	0.56	-	0.37	-	-	0.92	208
31-23-23.18	Hauling,excavated borrow material,loose cubic yards,20 mile round trip,0.4 load/hr,base wide rate,12 cy truck,highway haulers,excludes loading	281.25	lcy	13.95	-	17.62	-	-	31.57	8,880
	Trench for Utilities - 30" Lower Intake	**300.00**	**lf**	**32.93**	**8.58**	**29.00**			**70.51**	**21,153**
33635 Inspection Access Manway - 6' diameter										
33-05-61.10	Storm drainage manholes, frames and covers, concrete, precast, 6' inside diameter, 8' deep, excludes footing, excavation, backfill, frame and cover	2.00	ea	1,627.20	5,124.00	294.50	-	-	7,045.70	14,091
33-05-61.10	Storm drainage manholes, frames and covers, concrete, precast, 6' inside diameter, excludes footing, excavation, backfill, frame and cover, add for depths over 8'	4.00	vlf	203.40	405.65	36.81	-	-	645.86	2,583
33-05-61.10	Storm drainage manholes, frames and covers, precast concrete, 6' diameter manhole, 8" thick top	2.00	ea	232.46	597.80	42.07	-	-	872.33	1,745
33-42-33.13	Utility area drain,catch basins manholes catch basins manholes frames and covers,cast iron,heavy traffic,36"diam,1,150lb, excluding footing&excavation	2.00	ea	497.92	1,060.29	90.12	-	-	1,648.33	3,297

Phase	Description	Takeoff Quantity		Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
33635 Inspection Access Manway - 6' diameter										
33-05-61.10	Storm drainage manholes, frames and covers, steps, standard sizes, galvanized steel	18.00	ea	15.07	21.35	-	-	-	36.42	655
33-42-33.13	Base slab; form, resteel and concrete to 8" thick, avg cost per CY	1.97	cy	198.92	232.41	0.59	-	-	431.92	852
	Inspection Access Manway - 6' diameter	**2.00**	**ea**	**3,096.20**	**8,014.81**	**500.89**			**11,611.90**	**23,224**
40170 30" Upper Intake Carbon Steel Pipe										
40-05-24.10	Pipe Plain End-CS A53/A106-ERW Grade B-Non-Specific 30 Inch (750mm)	300.00	lf	-	488.16	-	-	-	488.16	146,449
40-05-61.00	Valve Butt Weld-Cast Steel-Isolation-Cls 150 (PN20) 30 Inch (750mm)	1.00	ea	-	45,000.00	3,500.00	-	-	48,500.00	48,500
40-05-51.00	Pipe Erection-Handle Valves-Metal-Cls 150 (PN20) 30 Inch (750mm)	1.00	ea	573.30	-	-	-	-	573.30	573
40-05-24.10	Pipe Erection-Straight Run-CS A53/A106-Non-Specific 30 Inch (750mm)	300.00	lf	102.94	-	-	-	-	102.94	30,883
40-05-05.00	Field Cut & Prep Joint-Sch 10 30 Inch (750mm)	17.00	ea	339.87	-	-	-	-	339.87	5,778
40-05-24.10	Field Butt Weld-CS A53/A106-Non-Specific 30 Inch (750mm)	17.00	ea	780.12	30.09	245.83	-	-	1,056.04	17,953
40-05-05.00	Field Testing-Hydrotest-Non-Specific 30 Inch (750mm)	300.00	lf	11.67	-	-	-	-	11.67	3,501
	30" Upper Intake Carbon Steel Pipe	**300.00**	**lf**	**179.99**	**639.87**	**25.60**			**845.46**	**253,637**
40170 30" Lower Intake Carbon Steel Pipe										
40-05-24.10	Pipe Plain End-CS A53/A106-ERW Grade B-Non-Specific 30 Inch (750mm)	300.00	lf	-	488.16	-	-	-	488.16	146,449
40-05-61.00	Valve Butt Weld-Cast Steel-Isolation-Cls 150 (PN20) 30 Inch (750mm)	1.00	ea	-	45,000.00	3,500.00	-	-	48,500.00	48,500
40-05-51.00	Pipe Erection-Handle Valves-Metal-Cls 150 (PN20) 30 Inch (750mm)	1.00	ea	573.30	-	-	-	-	573.30	573
40-05-24.10	Pipe Erection-Straight Run-CS A53/A106-Non-Specific 30 Inch (750mm)	300.00	lf	102.94	-	-	-	-	102.94	30,883
40-05-05.00	Field Cut & Prep Joint-Sch 10 30 Inch (750mm)	17.00	ea	339.87	-	-	-	-	339.87	5,778
40-05-24.10	Field Butt Weld-CS A53/A106-Non-Specific 30 Inch (750mm)	17.00	ea	780.12	30.09	245.83	-	-	1,056.04	17,953
40-05-05.00	Field Testing-Hydrotest-Non-Specific 30 Inch (750mm)	300.00	lf	11.67	-	-	-	-	11.67	3,501
	30" Lower Intake Carbon Steel Pipe	**300.00**	**lf**	**179.99**	**639.87**	**25.60**			**845.46**	**253,637**
46999 Intake Pipeline Manifold										
46-99-99.99	Intake pipeline manifold (allowance) (includes isolation valve and fittings)	4.00	ea	-	125,000.00	-		-	125,000.00	500,000
	Intake Pipeline Manifold	**4.00**	**ea**		**125,000.00**				**125,000.00**	**500,000**
46999 Intake Screen										
46-99-99.99	Intake screen (allowance)	2.00	ea	-	75,000.00	-		-	75,000.00	150,000
	Intake Screen	**2.00**	**ea**		**75,000.00**				**75,000.00**	**150,000**
	03 Intake Pipeline	**1.00**	**LS**	**137,958.55**	**1,055,169.61**	**37,040.20**			**1,230,168.36**	**1,230,168**

Phase	Description	Takeoff Quantity	Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
	01 MOUNTAIN HOME AFB WATER RESILIENCE PROJECT								**23,989,908**

Estimate Totals

Description	Rate	Amount	Totals
Labor		5,845,827	
Material		11,844,067	
Subcontract		3,110,000	
Equipment		3,190,014	
Other			
		23,989,908	**23,989,908**
Labor Mark-up	10.00 %	584,583	
Material Mark-up	10.00 %	1,184,407	
Subcontractor Mark-up	15.00 %	466,500	
Construction Equipment Mark-up	10.00 %	319,001	
		2,554,491	**26,544,399**
Start-Up, Training, O&M	2.00 %	530,888	
Material Shipping & Handling	2.00 %	236,881	
Material Sales Tax	6.00 %	902,045	
Contractor General Conditions (OH&P)	15.00 %	3,981,660	
Direct Construction Cost		**5,651,474**	**32,195,873**
Design Development Contingency (Risk)	25.00 %	8,048,968	
Escalation to Midpoint	12.00 %	3,863,505	
Subtotal Contingency & Escalation		**11,912,473**	**44,108,346**
Bldg Risk, Liability Auto Ins	2.00 %	882,167	
Payment and Performance Bonds	1.50 %	661,625	
Subtotal Bonds & Insurance		**1,543,792**	**45,652,138**
Engineering Design	8.00 %	3,652,171	
Construction Management	6.00 %	2,739,128	
Subtotal ESDC		**6,391,299**	**52,043,437**
Total			**52,043,437**

Attachment C: Preliminary Risk Allocation Matrix and Term Sheet

C.1 – Preliminary Risk Allocation Matrix

C.2. – Preliminary Term Sheet (to be provided via addendum)

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C.1 - MOUNTAIN HOME AIR FORCE BASE WATER RESILIENCE PROJECT

RISK ALLOCATION MATRIX (DRAFT)

May 2023

RISK	ALLOCATION	REMARKS
Design		
▪ General Design Liability	Design-Builder	▪ Design-Builder (DB) responsible for all aspects of the design. Depending on timing, the IWRB may establish pricing for certain Project components (intake, communication and control systems, security systems) via allowance with design occurring after Design-Builder selection. ▪ More details will be provided in the RFP.
▪ Major Equipment / System Selection	Design-Builder	▪ DB selects major equipment based on pumping requirements and subject to durability, reliability, and redundancy requirements in the RFP. ▪ Proposers will be required to identify major equipment, such as pumping equipment, in their proposals. ▪ DB takes risk of “practicability of performance” and “suitability for intended use” of selected equipment and systems
Existing Conditions		
▪ Pre-existing Environmental Site Conditions	Shared	▪ Certain specified pre-existing environmental site conditions are disclosed and evaluated in the EA. ▪ DB is responsible for familiarizing themselves with these known conditions and avoiding the resources or implementing required mitigation measures. ▪ If DB encounters unknown conditions, risk is allocated to the IWRB, but DB is obligated to exercise due care and avoid exacerbating the nature or extent of any pre-existing environmental site conditions. ▪ If DB causes or worsens a hazardous condition, the DB will be responsible for correction/remediation and all associated costs.
▪ Contaminated Soils or Groundwater	IWRB	▪ Existence of contaminated soils along pipeline alignment that would require special construction methods or disposal is the IWRB risk, but DB is obligated to mitigate (i.e. through adjusting pipeline route to avoid or minimize impacts) to the extent practicable.

RISK	ALLOCATION	REMARKS
		▪ If DB causes or worsens a hazardous condition with respect to contamination, the DB will be responsible for correction/remediation and all associated costs.
▪ Geotechnical / Groundwater	Shared	▪ The IWRB developed the Geotechnical Data Report (GDR) for the pipeline alignment, pump station location, and intake. Design-Builder will be responsible for retaining its own geotechnical engineer to evaluate the geotechnical data provided by the IWRB, to determine if additional geotechnical information will need to be developed by the Design-Builder to support the design, and to develop geotechnical design criteria. ▪ If Design-Builder can demonstrate that geotechnical/hydrogeologic site conditions differ from the data provided by the IWRB and it has materially impacted the Design-Build's cost and/or schedule, the risk will be with IWRB.
▪ Condition of Accessible Existing Facilities	Design-Builder	▪ For features that can be accessed and observed by Proposers, such as tie-ins to the power system, Proposers will be required to make their own condition assessment and assume the risk with respect to such items.
▪ Condition of Inaccessible Existing Facilities	NA	▪ There are no inaccessible existing facilities to connect to.
▪ Location of Existing Structures, Piping and Other Site Features	IWRB	▪ The IWRB will provide available survey drawings and utility location reports showing location of known inaccessible facilities including underground utilities. ▪ DB is required to do due diligence (utility locates, potholing, but otherwise, the IWRB takes the risk of the existence and location of existing underground utilities and structures.
▪ Design Costs	Design-Builder	▪ Part of fixed-price but RFP will require that it be proposed as a separate line item. The IWRB will pay based on achievement of milestones up to a cap equal to the proposed line-item cost. ▪ Depending on timing, the IWRB may establish pricing for certain Project components (intake, communication and control systems, security systems) via allowance with design occurring after Design-Builder selection. More details will be provided in the RFP.

RISK	ALLOCATION	REMARKS
▪ Permitting Costs	Shared	▪ The IWRB will be responsible for costs associated with obtaining the permits for which it is responsible. ▪ The Design Builder will be responsible for costs associated with obtaining the permits for which it is responsible.
▪ Design and Permitting Schedule	Shared	▪ Proposers will be asked to specify maximum time from Contract Date to obtain permits, approvals, and other conditions necessary to start construction. ▪ If permits and approvals are not in-hand by the date proposed by the Design-Builder, the IWRB has the option to 1) terminate the DB contract; 2) extend the contract time; or 3) allow the Design-Builder to continue. In order for the IWRB to extend the contract time with additional compensation to the Design-Builder where the delay is due to a failure of the Design-Builder to obtain a permit or approval for which the Design-Builder is responsible, the Design-Builder must prove it has made diligent efforts to do so, and the failure is not due to problems with the quality of completeness of the Design-Builder's permit application. Otherwise, any contract extension due to a failure of the Design-Builder to obtain a permit or approval for which it is responsible will not provide for additional compensation to the Design-Builder.
▪ Design and Permitting Payments	IWRB	▪ The IWRB makes payments based on percent complete schedule of values.
Permitting and Approvals		
▪ Water Right	IWRB	▪ The IWRB holds the water rights during and after the Project.
▪ ROWs and Easements	IWRB	▪ The IWRB has obtained the majority of the required ROWs from Bureau of Land Management and will be responsible for obtaining remaining BLM ROWs. ▪ The IWRB will be responsible for obtaining easements from private land holders along the raw water pipeline alignment, as well as permission from Mountain Home Highway District and Idaho Department of Transportation, both of which hold easements across public and private land. ▪ The IWRB will be responsible for obtaining a submerged easement from the Idaho Department of Lands, as well as any additional necessary easements.

RISK	ALLOCATION	REMARKS
▪ Environmental Assessment Modifications	IWRB	▪ The IWRB has had initial discussions with BLM regarding the Project and will be submitting an updated description to reflect those elements for which IWRB will be responsible (intake, pump station, and pipeline), and those elements for which MHAFB will be responsible (treatment plant, storage, and distribution facilities).
▪ Environmental Permits	Shared	▪ The IWRB currently plans to start discussions with USACE regarding 404 permitting for the Project and may submit an application for this permit. Further details will be provided in the RFP.
▪ Facility Plan Operating Permits	Design-Builder	▪ DB is responsible for obtaining IDEQ approval for raw water intake, pump station, and pipeline Facility Plan.
▪ Construction Permits	Design-Builder	▪ The Design-Builder will be responsible for obtaining any construction-related permits, such as grading permits, building permits, trenching permits, etc.
▪ Compliance with Permit and EA Conditions	Design-Builder	▪ DB is responsible for complying with environmental, land use, and building / construction permits as they relate to design, construction, and long-term operations.
Construction / Commissioning		
▪ Design-Build Costs	Shared but Primarily Design-Builder	▪ DB holds fixed design-build price until a specified calendar date. If Notice to Proceed (NTP) is not issued by that date, the price escalates thereafter at a percentage of a specified index. ▪ If NTP issued by specified calendar date, Design-Build cost is a DB risk unless: 1) The IWRB directed change in scope or 2) Uncontrollable Circumstance ▪ The IWRB is considering sharing the risk for inordinate cost escalation of certain materials and equipment. Further details to be provided in the RFP.

RISK	ALLOCATION	REMARKS
▪ Design-Build Schedule	DB unless due to Uncontrollable Circumstance or IWRB directed change	▪ Proposers asked to guarantee a maximum design-build period (through Final Completion). ▪ Failure to achieve Substantial Completion and Final Completion by the required dates may result in delay liquidated damages. Relief for delay due to Uncontrollable Circumstances is generally limited to schedule extension.
▪ Utilities Required for Construction	Design-Builder	▪ DB is responsible for providing temporary utility connections for construction
▪ Construction Practices	Design-Builder	▪ DB is responsible for selecting construction means and methods, techniques, sequencing consistent with any mitigation requirements identified in EA and permits. This includes securing and paying for any off-site parking, staging or storage areas required for construction. ▪ DB is responsible for correction of work, and for repair of damage.
▪ Site Security	Design-Builder	▪ DB responsible for security of construction site and for complying with all MHAFB security requirements related to the intake, pump station, and pipeline.
▪ Construction Quality	Design-Builder	▪ DB is responsible for assuring all requirements of the DB Agreement including quality, the Design-Builder's Quality Plan, and the Design-Builder's specification requirements must be met.
▪ Hydraulic Testing	Design-Builder	▪ DB is responsible for Test Plan and staffing during hydraulic testing. Retest principles outlined in DB Agreement. DB is responsible for cost of hydraulic testing except for IWRB and MHAFB costs. ▪ DB is responsible for coordinating with the Design-Builder selected by USACE to design and construct the water treatment plant at MHAFB
▪ O&M Manual	Design-Builder	▪ DB is responsible for developing O&M manuals for the equipment.

RISK	ALLOCATION	REMARKS
▪ Construction Payment	IWRB	▪ The IWRB takes responsibility for on-time payment of DB. Payment will be based on percent complete schedule of values.
Post Construction		
▪ Equipment Warranties	Design-Builder	▪ Minimum 2-year warranty for all equipment starting at time of Substantial Completion. Warranties shall be assigned to MHAFB.
Payment		
▪ Construction Financing / Payment	IWRB	▪ Construction payments based on percent complete schedule of values. ▪ The IWRB is responsible for payment in a timely manner when Design-Builder has demonstrated work is complete.
Other		
▪ Taxes	Design-Builder	▪ DB pays all taxes and licensing fees.
▪ Change in Law	Primarily IWRB	▪ The IWRB takes risk of changes in law that occur after Contract Date to the extent that they necessitate Project modifications resulting in increased costs. ▪ Selected Proposer monitors changes in law between Proposal Submittal Date and Contract Date and proposes any adjustments related to such change in law prior to contract execution.
▪ Strikes	Shared	▪ For local strikes including strikes against subcontractors, DB assumes risk. For national general strikes, the IWRB assumes risk.

Attachment D: Insurance, Bonding and Funding Requirements

D.1 – Insurance and Bonding Requirements

D.2 – ARPA Funding Contract Provisions

D.1 – Insurance and Bonding Requirements

MINIMUM SCOPE AND LIMIT OF INSURANCE

If the Respondent is a JV, partnership or consortium of multiple firms, the insurance requirements may apply to the individual entities in addition to or in place of the DB Entity depending on how the DB Entity is structured.

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence, **$3,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required aggregate limit.

1. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** combined single limit per accident for bodily injury and property damage, including coverage for all owned, hired and non-owned vehicles.

   If DB Entity is transporting chemicals as part of its operation, the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability Insurance, covering materials to be transported by DB Entity pursuant to the contract. This coverage may also be provided on the DB Entity's Pollution Liability policy as referenced in item 7 below.
2. **Workers' Compensation** insurance as required by the State of Idaho, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease, **$1,000,000** policy limit for bodily injury by disease.
3. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
4. **Surety Bonds** as described below.
5. **Professional Liability** with limits no less than **$2,000,000** per occurrence or claim, and **$5,000,000** policy aggregate.
6. **Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **$5,000,000** per occurrence or claim, and in the policy aggregate.
7. **Crime/Employee Dishonesty** to include Theft of Client's property **$1,000,000** limit.

If the DB Entity maintains broader coverage and/or higher limits than the minimums shown above, IWRB requires and shall be entitled to the broader coverage and/or higher limits maintained by the DB Entity. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to IWRB.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by IWRB. At the option of IWRB, either: the DB Entity shall cause the insurer to reduce or eliminate such self- insured retentions as respects IWRB, its officers, officials, employees, and volunteers; or the DB Entity shall provide a financial guarantee satisfactory to IWRB guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or IWRB.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **IWRB, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the Commercial General Liability, Automobile Liability and Pollution Liability policies with respect to liability arising out of work or operations performed by or on behalf of the DB Entity including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the DB Entity. General liability coverage can be provided in the form of an endorsement to the DB Entity's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **DB Entity's insurance coverage shall be primary and** non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects IWRB, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained by IWRB, its officers, officials, employees, or volunteers shall be excess of the DBO Entity's insurance and shall not contribute with it.
3. *Each insurance policy required by these insurance provisions shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to IWRB, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to IWRB's* ***Representative****. If any insurance company refuses to provide the required notice, the DB Entity or its insurance broker shall notify IWRB of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.*

Builder's Risk (Course of Construction) Insurance

DB Entity may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name IWRB as a loss payee** as their interest may appear.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the DB Entity must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to IWRB for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the DB's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

The IWRB requires that all insurers:

1. Be licensed or approved to do business within the State of Idaho.
2. Write required insurance on an "occurrence" basis (professional liability and pollution liability are acceptable written on a "claims-made" basis).
3. IWRB, officers, employees, agents, and volunteers as "Additional Insureds" on general liability, automobile liability, and pollution policies and other policies as specified by the contract.
4. Possess a minimum A.M. Best's Insurance Guide rating of A VII

Surety Bonds

DB Entity shall provide the following Surety Bonds:

1. Performance bond
2. Payment bond
3. Operations and Maintenance bond (renewed annually)

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Idaho and secured through an authorized agent with an office in Idaho.

Special Risks or Circumstances

IWRB reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Verification of Coverage

DB Entity shall furnish IWRB with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to IWRB before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the DB Entity's obligation to provide them. IWRB reserves the right to approve the security of the insurance coverages. provided by the insurance company(ies) terms, conditions and the Certificate of Insurance. Failure of the DB Entity to fully comply with these requirements during the term of the

Contract will be considered a material breach of contract and will be cause for immediate termination of the Contract at the option of IWRB.

Waiver of Subrogation

DB Entity will grant to IWRB a waiver of subrogation which any insurer may acquire against IWRB, its officers, officials, employees, and volunteers, from DB Entity by virtue of the payment of any loss. DB Entity agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of IWRB for all work performed by the DB Entity, its employees, agents, and subcontractors.

Subcontractors

DB Entity shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and DB Entity shall ensure that IWRB is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

D.2 – ARPA Funding Contract Provisions

1. REMEDIES FOR NONCOMPLIANCE

If Contractor fails to comply with the U.S. Constitution, Federal or State statutes, regulations or the terms and conditions of this Contract, the Board may impose additional conditions. If the Board determines that noncompliance cannot be remedied by imposing additional conditions, the Board may take one or more of the following actions, as appropriate in the circumstances:

a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by the U.S. Department of Treasury or the Board.

b) Disallow all or part of the cost of the activity or action not in compliance.

c) Wholly or partly suspend or terminate the Contract.

d) Recommend the U.S. Department of Treasury initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and the U.S. Department of Treasury regulations.

e) Withhold further funds for the project or program.

f) Take other remedies that may be legally available.

2. ENVIRONMENTAL REGULATIONS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the U.S. Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).

3. CONTRACT WORK HOURS AND SAFETY STANDARDS

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

4. DEBARMENT & SUSPENSION

Contractor warrants it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b) Telecommunications or video surveillance services provided by such entities or using such equipment.

c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

6. DOMESTIC PREFERENCE FOR PROCUREMENTS

Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract. For purposes of this section:

a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.
B. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.
C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. MINORITY AND WOMEN BUSINESS ENTERPRISES

Contractor agrees to take affirmative steps to assure that women and minority businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

a) Including qualified women's business enterprises and small and minority businesses on solicitation lists;

b) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

d) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;

e) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

f) If Contractor hires any subcontractors, Contractor must take the affirmative steps in a through e above.

9. ACCESS TO RECORDS

At all reasonable times during the term of this Contract and for a period of three years following final settlement, Contractor shall provide the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Access also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. This requirement is in addition to the requirements of the Contract, Section 24, Retention of Records and Access to Facilities, Premises, and Records.

10. CONFLICT OF INTEREST

In addition, to the Conflict of Interest requirements in Section 6 of the Contract:

A. No employee, officer, or agent of Contractor may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Contractor may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The

standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Contractor.

B. If Contractor has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, Contractor must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. DISCRIMINATION PROHIBITED

Contractor shall comply with the following statutes and regulations that prohibit discrimination:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12. INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

13. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

14. COMPLY WITH ALL APPLICABLE LAWS

Contractor shall comply with all applicable federal, state, and local laws, including the conditions and requirements of the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) from the U.S. Department of the Treasury.

15. BYRD ANTI-LOBBYING

Contractor must sign the Certification Regarding Lobbying provided below:

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

_____

Date

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Attachment E: SOQ Forms

E.1 - Signature Page for RFQ Response

E.2 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

E.3 - Insurance Company Letter of Intent Regarding Required Insurance

E.4 - Surety Letter of Intent Regarding Performance and Payment Bonds

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FORM E.1 - SIGNATURE PAGE FOR RFQ RESPONSE

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.

Mail your response to:	Personal or courier delivery to:
Idaho Water Resource Board Attn. Glyn Roberts IWRB-RFQ No. 2023-04 PO Box 83720 Boise, ID 83720-0098	Idaho Water Resource Board Attn. Glyn Roberts IWRB-RFQ No. 2023-04 322 E Front Street, 6th Floor 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. 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: 2023-04

RFQ Title: IWRB Design-Build Contract for the Mountain Home Air Force Base Water Resilience 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

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FORM E.2 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Board or agency;

B. Has not, within a three-year period preceding this proposal, 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/proposal 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 proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Team 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

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REQUEST FOR QUALIFICATIONS NO. 2023-04
Mountain Home Air Force Base Water Resilience Project

Form E.3 - Insurance Company Letter of Intent Regarding Required Insurance

(To be typed on Insurance Company's Letterhead)*

Michael Morrison
IWRB Representative
PO Box 83720
Boise, ID 83720-0098

Re: Mountain Home Air Force Base Water Resilience Project – Letter of Intent to Insure

Dear Idaho Water Resource Board,

_____ (the "Respondent") is submitting its Statement of Qualifications (the "SOQ") in response to the Request for Qualifications (the "RFQ") for the Mountain Home Air Force Base Water Resilience Project (the "Project"), issued by the Idaho Water Resource Board ("IWRB") on May 10, 2023, as amended.

We have reviewed the Respondent's SOQ and the RFQ. We hereby certify that we intend to provide all required insurance as described in the RFQ in the event that the Respondent is selected for final negotiations and execution of the Contract by IWRB.

_____
Name of Insurance Company

_____
Name of Designated Signatory

_____
Signature

_____
Title

*This letter of intent may be provided by an insurance company or an insurance broker. References to "Insurance Company" in this form shall be changed to "Insurance Broker" if provided by an insurance broker.

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REQUEST FOR QUALIFICATIONS NO. 2023-04
Mountain Home Air Force Base Water Resilience Project

Form E.4 - Surety Letter of Intent Regarding Performance, Payment, and Operations Bonds

(To be typed on Surety's Letterhead)

Michael Morrison
IWRB Representative
PO Box 83720
Boise, ID 83720-0098

Re: Mountain Home Air Force Base Water Resilience Project – Letter of Intent to Issue Security

Dear Idaho Water Resource Board,

_____ (the "Respondent") is submitting its Statement of Qualifications (the "SOQ") in response to the Request for Qualifications (the "RFQ") for the Mountain Home Air Force Base Water Resilience Project (the "Project"), issued by the Idaho Water Resource Board ("IWRB") on May 10, 2023, as amended.

We have reviewed the Respondent's SOQ and the RFQ. We hereby certify that, subject to our review of the terms in the Term Sheet, we intend to issue on behalf of the Respondent, as security for the performance of the Respondent's obligations under the Contract, a Performance Bond, a Payment Bond, and an Operations Bond for the benefit of IWRB, in the event that the Respondent is selected for final negotiations and execution of the Contract. Respondent's current bonding capacity is _____ and current available capacity is _____.

_____
Name of Surety

_____
Name of Designated Signatory

_____
Signature

_____
Title

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