



REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING DESIGN SERVICES FOR A NEW WASTEWATER TREATMENT PLANT

RELEASE DATE: July 9, 2025

DEADLINE TO SUBMIT: 4:00 pm (MST) on August 27, 2025

RFQ submittals should be uploaded to: https://cityofvictoridaho-my.sharepoint.com/:f/g/personal/jeremyb_victoridaho_gov/Ei3rJzxZ3n1BueLmpoN_m6cB28jFat99EHV4-j1Lyfd2_Q

The City of Victor will receive questions and comments at:

victorcityadmin@victoridaho.gov

From the date of this RFQ's release until the final contract award, the designated Point of Contact for all inquiries regarding this RFQ is:

Troy Butzlaff, Special and Capital Projects Manager

► Telephone: (714) 745-5615 ► Email: Victorcityadmin@victoridaho.gov

I. Introduction and Purpose

A. Background on the City of Victor's Wastewater Needs

The City of Victor, Idaho, is embarking on a critical infrastructure project to design and construct a new wastewater treatment plant (WWTP). Historically, Victor has managed its local wastewater collection system while relying on the City of Driggs for treatment services. This long-standing partnership, however, has encountered significant challenges. The Driggs WWTP has faced chronic issues, including Clean Water Act violations and consistent inability to remove ammonia, leading to non-compliance with its water discharge permit.

In response to these concerns, particularly following an independent audit that raised questions about billing discrepancies and shared financial responsibilities, the City of Victor formally decided on March 27th to withdraw from the joint project with Driggs. This decision marks a pivotal shift, as Victor will now pursue the construction of its own dedicated wastewater treatment facility. The anticipated increases in treatment costs at the Driggs plant, stemming from their necessary upgrades, have also prompted Victor to explore alternatives and adjust its utility rates accordingly. While the City had previously considered building its own plant but found the cost-value proposition unfavorable, the current circumstances have necessitated this independent path.

To guide this significant undertaking, the City of Victor contracted Keller Associates to update its Wastewater Facility Planning Study (WWFPS). This comprehensive study, which replaces a previous version from 2008, includes a thorough evaluation of the existing collection system and detailed considerations for a new WWTP designed to serve Victor's future growth. The study, partially funded by a grant from the Idaho Department of Environmental Quality (IDEQ), was completed in Fiscal Year 2025 and formally adopted by the City Council on March 12, 2025. An electronic copy of the WWFPS can be accessed [here](#).

The City of Victor has retained Altura Community Consulting and Business Finance to assist in securing grants and other assistance to finance the WWTP project. Potential funding avenues for such infrastructure projects typically include bonds, state revolving funds (SRF), federal grants and loans, and tax increment financing. Notably, the City of Victor has already requested \$5.811 million from the Clean Water State Revolving Fund (CWSRF) program for Fiscal Year 2026, indicating proactive steps towards securing the necessary capital.

B. Purpose of the Request for Qualifications (RFQ)

The City of Victor is issuing this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQs) from highly experienced and qualified engineering firms. The primary objective is to identify and select a firm or team of firms capable of providing comprehensive engineering design services for the City's new wastewater treatment plant. This process aims to establish a pool of pre-qualified consultants with proven expertise in municipal wastewater infrastructure, a deep understanding of relevant

regulatory compliance, particularly with Idaho IDEQ standards, and robust project management capabilities for large-scale public works initiatives. The selection will be based solely on qualifications, ensuring the City partners with the most competent and suitable engineering professionals for this critical project.

C. Project Goals and Objectives

The overarching goal of this project is to design and facilitate the construction of a new, efficient, and fully compliant wastewater treatment plant that will effectively serve the current and projected needs of the City of Victor. Key objectives include:

- **Capacity and Compliance:** Designing a facility that not only meets current demands but also accommodates future population growth, ensuring long-term wastewater treatment capacity. The new plant must consistently meet and exceed current and future regulatory discharge requirements, with a particular focus on stringent removal of nitrogen and phosphorus. This is particularly important given the previous challenges with compliance in the region.
- **Advanced Treatment Integration:** Incorporating state-of-the-art treatment processes for advanced nutrient removal. This approach reflects a commitment to environmental protection and operational efficiency.
- **Sustainability and Efficiency:** Developing a design that prioritizes long-term sustainability, energy efficiency, and effective odor control measures. This includes considering solutions like biological or chemical scrubbers, advanced wastewater treatment for reclamation, and strategic landscaping to mitigate environmental impacts and enhance community acceptance. The design should also explore opportunities for resource recovery, such as the separation and reuse of valuable substances like nitrogen and phosphorus, and the implementation of wastewater reclamation options for non-potable uses, including agricultural and landscape irrigation uses, or aquifer recharge.
- **Regulatory Adherence:** Ensuring that all design elements and proposed processes fully comply with the stringent regulations and permitting requirements of the Idaho Department of Environmental Quality (IDEQ), including Idaho Pollutant Discharge Elimination System (IPDES) permits and Reuse Permits.
- **Operational Excellence:** Designing a plant that is robust, reliable, and incorporates modern control systems, such as Supervisory Control and Data Acquisition (SCADA), to enable efficient monitoring and control of treatment processes. This also involves designing a plant that minimizes operational labor and material costs. Finally, the design should incorporate noise cancellation and suitable area lighting to reduce its operational impact on the surrounding community.

II. Project Scope of Services

The Selected Engineering firm (Selected Engineer) will be responsible for providing comprehensive services across the entire lifecycle of the wastewater treatment plant project, from initial planning through design and construction support. The scope of services is generally divided into three main parts: Preliminary Engineering, Design Engineering, and Construction Engineering.

A. General Engineering Services

The Selected Engineer will provide a full spectrum of general engineering services essential for the successful execution of this municipal infrastructure project. This includes:

- **Preliminary Engineering:** This phase encompasses foundational tasks such as conducting preliminary surveys, acquiring necessary records, performing geotechnical explorations, and undertaking comprehensive hydrologic and hydraulic analyses. It also involves detailed modeling, environmental engineering studies, preparation of environmental reports, and navigating the complex permitting landscape. Furthermore, the Selected Engineer will be responsible for right-of-way and easement acquisitions and facilitating public information dissemination to ensure community engagement and transparency.
- **Design Engineering:** This critical phase involves all necessary design work for the production of detailed plans and specifications required for the project. It includes coordinating and managing all sub-consultant fees and work performed by other entities in association with the contract. The Selected Engineer's responsibilities will extend to supporting the City through the advertising and bidding processes, conducting thorough bid reviews, and assisting with the final construction contract award.
- **Construction Engineering:** During the construction phase, the Selected Engineer will provide essential on-site support. This includes conducting necessary surveying, providing a full-time Resident Project Representative (RPR) for continuous construction observation (unless periodic inspection is specifically authorized), and comprehensive project management. Key duties involve preparing bi-weekly project status reports, processing Requests for Information (RFIs) and change orders, preparing pay estimates, facilitating pre-construction and other project meetings, and creating punch lists for project closeout.
- **Documentation and Data Management:** All construction engineering documents and records must conform to relevant standards, such as IDEQ standards and EPA requirements, if applicable, and local City standards. A critical deliverable is the provision of project surveying needs, including construction and as-built surveying. All as-builts must be CAD drafted and submitted electronically in various formats, including .dwg, GIS, and .pdf, along with one 11x17 paper copy. Crucially, all as-built utility information must also be submitted in GIS format to be seamlessly incorporated into the City's existing GIS system.

B. Specific WWTP Design Services

The Selected Engineer will be tasked with the specialized design of a new wastewater treatment facility, incorporating advanced technologies and best practices to ensure long-term performance and environmental compliance. This will involve:

- **Wastewater Characterization and Process Selection:** A thorough analysis of the local environment and the specific characteristics of the City's wastewater, including identification of contaminants, bacteria, viruses, fungi, and other microorganisms. This analysis will inform the selection of appropriate treatment processes and equipment, encompassing primary stages (screening, grit removal, sedimentation), secondary phases (bioreactors for purification), and tertiary treatment (nitrogen removal, adsorption, pH control). Industrial waste surveys may also be required for new business and non-residential building permits to determine the nature of discharged wastewater.
- **Detailed Design and Layout:** Preparation of comprehensive engineering plans, detailed specifications, and accurate cost estimates for all components of the wastewater infrastructure project. This includes optimizing the plant layout using advanced tools like AutoCAD to visualize the final product and ensure all components fit correctly, and identifying potential operational issues before construction begins.
- **Environmental Control Systems:** Designing effective odor control and mitigation strategies, which may involve biological scrubbers using microorganisms or chemical scrubbers utilizing oxidants like sodium hydroxide and sodium hypochlorite. This also includes confining, capturing, and transporting odors to these scrubbers. Furthermore, the design will incorporate noise cancellation measures, appropriate landscaping (preferably native and low-maintenance plants), and area lighting to minimize the plant's impact on the surrounding community and enhance its aesthetic integration.
- **Sustainability and Resource Management:** The design must consider long-term sustainability, energy management, and the potential for separation and restoration of useful substances, such as nitrogen and phosphorus. This includes exploring the feasibility of a water reuse system for non-potable applications, such as agricultural and landscape irrigation, or an aquifer recharge system.
- **Automation and Control Systems:** Integration of Supervisory Control and Data Acquisition (SCADA) systems and associated treatment process control systems to enable operators to effectively monitor and control the nutrient removal and aeration processes, among others.
- **Low Maintenance Requirements:** Design of all plant components and systems will prioritize long-term reliability and minimize operational labor and material costs. This includes specification of high-quality, durable equipment and materials with extended service lives, reducing the frequency of repairs and replacements, implementation of automated controls and intuitive interfaces where appropriate, reducing the need for constant manual intervention and specialized operator training, and thoughtful layout

and accessibility of all equipment, valves, and instrumentation to facilitate routine inspections servicing, and repairs, minimizing downtime and labor hours. In addition, where feasible, design considerations will aim to optimize sludge dewatering and reduction processes, thereby decreasing the volume of sludge requiring disposal and associated handling costs.

- **Regulatory Compliance Integration:** A paramount aspect of the design will be ensuring full compliance with all Idaho IDEQ regulations and permitting requirements, including those related to Idaho Pollutant Discharge Elimination System (IPDES) permits and Reuse Permits. The selected firm will be expected to collaborate closely with regulatory agencies and other stakeholders throughout the design process to ensure all environmental regulations and permit requirements are met.

C. Post-Construction Operations Consulting Services (Optional)

The City may, at its sole discretion, elect to engage the Selected Engineer for additional consulting services related to the operation of the new Wastewater Treatment Plant (WWTP) for a period of at least two (2) years following the mechanical completion and substantial startup of the facility. These services, if requested, will be negotiated and contracted via a separate amendment to the primary Agreement or a new agreement at a later date.

Should the City choose to exercise this option, the scope of services for this post-construction phase may include, but is not limited to, the following:

- **Operational Optimization and Support:** Provide ongoing technical advice and recommendations to City operations staff for optimizing WWTP performance, efficiency, and compliance with discharge permits. This could include troubleshooting operational issues, process adjustments, and responding to specific operational inquiries.
- **Performance Monitoring and Analysis:** Assist the City in analyzing plant performance data, identifying trends, and recommending corrective actions or improvements.
- **Regulatory Compliance Assistance:** Offer guidance on evolving regulatory requirements and assist in preparing for and responding to regulatory inspections or reporting needs.
- **Staff Training and Mentorship:** Provide advanced training sessions or mentorship to City operations personnel on complex aspects of WWTP operation, maintenance, and process control.
- **Emergency Response Consultation:** Be available for consultation during critical operational events or emergencies to provide expert advice.
- **Continuous Improvement Recommendations:** Identify opportunities for future plant upgrades, technology integration, or operational changes that could further enhance efficiency, reduce costs, or improve effluent quality.

Proposers should acknowledge their capability and willingness to provide such services and may, if desired, briefly describe their general approach to post-construction

operational support in their Statement of Qualifications. However, detailed proposals or cost estimates for these optional services are not required at this RFQ stage.

III. PROJECT DELIVERY METHOD AND EXPECTATIONS

A. Project Delivery Method – Construction Manager at Risk (CMAR)

The City of Victor intends to utilize the Construction Manager at Risk (CMAR) project delivery method for the construction of the new Wastewater Treatment Plant (WWTP) facility. The Selected Engineer shall be required to design the Project in a manner that fully supports and optimizes the CMAR delivery approach.

B. Selected Engineer's Role and Responsibilities within a CMAR Framework

The Selected Engineer's scope of services will extend beyond traditional design, encompassing active collaboration and coordination with the City and the selected CMAR firm throughout all phases of the project. Key expectations of the Selected Engineer relative to the CMAR delivery method include, but are not limited to, the following:

- **Early and Continuous Collaboration:** The Selected Engineer shall engage in proactive and continuous collaboration with the City and the future CMAR firm beginning at the earliest stages of design. This includes participating in pre-construction meetings, value engineering sessions, constructability reviews, and cost modeling exercises.
- **Design for Constructability and Budget:** The Selected Engineer shall be responsible for developing design documents that are highly constructible, efficient, and cost-effective, with a strong emphasis on achieving the City's project budget and schedule goals. The Selected Engineer will actively participate in identifying opportunities for cost savings and schedule optimization through design alternatives and material selections, particularly in conjunction with the CMAR firm's input.
- **Open Book Pricing Support:** The Selected Engineer shall understand and support the CMAR's open-book pricing methodology. This includes providing sufficient detail in design documents to enable the CMAR to develop accurate and transparent cost estimates at various stages of design development (e.g., schematic design, design development, and construction documents). The Selected Engineer shall be prepared to explain design rationale and cost implications to facilitate CMAR pricing.
- **Phased Construction Documentation:** The Selected Engineer shall be prepared to develop design packages that support phased construction, early procurement of long-lead items, and the potential for early work packages, as determined by the City and the CMAR. This may include providing partial or preliminary design documents for specific components to facilitate early construction activities.

- **Value Engineering Leadership/Participation:** The Selected Engineer shall actively participate in and, where appropriate, lead value engineering workshops with the City and the CMAR to identify alternative materials, systems, or construction methods that reduce costs without compromising quality, functionality, or the City's operational requirements.
- **Constructability Reviews:** The Selected Engineer shall conduct rigorous constructability reviews throughout the design process, incorporating input from the CMAR firm. This involves assessing design details for ease of construction, potential conflicts, access for maintenance, and overall efficiency of execution.
- **Risk Identification and Mitigation:** The Selected Engineer shall work collaboratively with the City and the CMAR to identify potential design-related construction risks and develop appropriate mitigation strategies. This includes considering site conditions, material availability, specialized equipment needs, and regulatory requirements.
- **Responsiveness to CMAR Inquiries:** The Selected Engineer shall provide timely and comprehensive responses to requests for information (RFIs) and other inquiries from the CMAR firm during both the pre-construction and construction phases to maintain project momentum and minimize delays.
- **Documentation and Communication:** The Selected Engineer shall maintain clear, concise, and well-organized documentation of design decisions, CMAR input, and responses to constructability comments. Effective communication channels and protocols between the Selected Engineer, City, and CMAR shall be established and maintained.

C. Qualifications and Experience in CMAR Projects

Respondents to this RFQ must demonstrate a clear understanding of the CMAR delivery method and possess direct experience in projects successfully executed under a CMAR framework. Firms should highlight in their Statement of Qualifications (SOQ):

- Their approach to collaborating with CMAR firms.
- Specific examples of projects where they have served as the Design Engineer on a CMAR project of similar scope and complexity to a WWTP.
- Their experience in leading or participating in value engineering, constructability reviews, and early cost estimation support within a CMAR environment.
- The project roles and responsibilities of key personnel who will be assigned to this project that directly relate to successful CMAR project execution.

The City seeks a Design Engineer who is not only technically proficient but also a proactive, collaborative partner committed to leveraging the full benefits of the CMAR delivery method to achieve a successful, cost-effective, and timely completion of the new WWTP.

IV. IDEQ Regulatory Landscape and Permitting Requirements

The Idaho Department of Environmental Quality (IDEQ) plays a pivotal role in safeguarding public health and the environment through its regulation of wastewater collection and treatment facilities. Any structure or facility generating wastewater in Idaho must operate with an approved treatment and disposal system. Crucially, all industrial and municipal wastewater system designs must undergo rigorous review and receive approval from IDEQ prior to the commencement of construction. Additionally, certain wastewater systems necessitate the oversight of a licensed operator to ensure proper operation and maintenance. The IDEQ's Wastewater Program Engineering Bureau is specifically tasked with reviewing plans and specifications for these systems, setting standards for on-site wastewater systems, and issuing reuse permits.

Two primary permitting programs are relevant depending on the intended disposal method of treated effluent:

- **Idaho Pollutant Discharge Elimination System (IPDES) Permits:** Facilities intending to discharge treated wastewater into surface water bodies, such as rivers, lakes, reservoirs, or streams, must apply for an IPDES permit. These individual municipal permits are issued to publicly and privately owned treatment works (POTWs) serving municipalities, sewer districts, and communities. The permits regulate the discharge of domestic sewage, stormwater drainage, and sewage sludge disposal, and are designed to comply with state water quality standards by limiting pollution from point sources. An annual fee for municipal wastewater dischargers is assessed by IDEQ, based on the population served and average household size, as reported through the IPDES E-Permitting System.
- **Reuse Permits:** If a facility plans to use treated effluent as recycled water for beneficial purposes, such as irrigation of crops, golf courses, or parks, a reuse permit is required under Idaho's Recycled Water Rules (IDAPA 58.01.17). This permitting process can be extensive, potentially taking six months or longer, depending on project complexity and review timelines. The application process mandates a pre-application meeting with IDEQ, followed by the submission of site-specific information, facility and topographic maps, and detailed reuse-specific information. IDEQ aims to issue a completeness determination within 30 days of application receipt and, if complete, a preliminary decision to draft or deny the permit within 30 days of the effective application date. A draft permit is then prepared within 60 days, followed by a public comment period.

The City of Victor's decision to construct its own WWTP is directly influenced by the City of Driggs' ongoing Clean Water Act violations and the resulting Consent Decree with the U.S. Environmental Protection Agency (EPA) and the Department of Justice. This situation underscores the critical importance of strict adherence to environmental regulations and robust design. The new Victor WWTP must be designed not only to meet but consistently exceed discharge limits, avoiding the compliance issues that have plagued Driggs' WWTP. Therefore, the Selected Engineer must possess profound,

practical knowledge of IDAPA 58.01.25 and IDAPA 58.01.17, ensuring the project navigates the regulatory landscape efficiently and effectively, mitigating risks of costly delays or penalties.

Table 1: Idaho IDEQ Key Permitting Requirements for WWTPs

Permit Type	Purpose/Scope	Governing Rule/Authority	Key Requirements/Process Notes
Design Review & Approval	Mandatory review and approval of all municipal WWTP designs prior to construction to protect public health and the environment.	Idaho Department of Environmental Quality (IDEQ) regulations; IDAPA 58.01.25 (IPDES Rules)	Required for any structure/facility generating wastewater; overseen by IDEQ's Wastewater Program Engineering Bureau; some systems require licensed operators
IPDES Permit	Authorizes the discharge of pollutants from point sources into surface waters in Idaho.	Idaho Pollutant Discharge Elimination System (IPDES) Bureau; Clean Water Act (CWA); IDAPA 58.01.25	Issued to publicly/privately-owned treatment works (POTWs) for domestic sewage, storm water, sludge disposal; annual fee based on population served; may require pretreatment program for industrial users
Reuse Permit	Governs the use of treated effluent as recycled water for beneficial purposes (e.g., irrigation, groundwater recharge, dust control).	Idaho Recycled Water Rules (IDAPA 58.01.17) 16	Pre-application meeting with IDEQ; submission of site-specific information, facility/topographic maps, reuse-specific details; 30-day completeness determination; 30-day preliminary decision; 60-day draft permit preparation; public comment period

V. Submittal Requirements

Prospective engineering firms interested in providing services for the City of Victor's new wastewater treatment plant are required to submit a comprehensive Statement of Qualifications (SOQ) that adheres strictly to the following guidelines. Failure to respond to all requested items may result in disqualification or a lower overall score, which may hinder a firm's chances of selection.

- i. Email submissions must be received by the designated email address no later than the SOQ submission deadline stated on the Cover Page of this RFQ. The time of receipt will be based on the timestamp recorded by the receiving email server. Proposers are strongly advised to send email submissions well in advance of the

deadline to account for potential transmission delays, file size issues, or other technical problems.

- ii. All email submissions must be sent to: https://cityofvictoridaho-my.sharepoint.com/:f/g/personal/jeremyb_victoridaho_gov/Ei3rJzxZ3n1BueLmpoN_m6cB28jFat99EHV4-j1Lyfd2_Q and must be marked in the Subject Line "RFQ for Engineering Design Services for New Wastewater Treatment Plant, City of Victor, Idaho."
- iii. Submissions should be provided as a single electronic file in searchable PDF format, ideally smaller than 10 MB.
- iv. While automated email receipts are not guaranteed, Proposers may request an email confirmation of receipt by including a clear request in the body of their submission email. It is the Proposer's responsibility to verify successful delivery.

Table 2: Required Submission Documents and Format

Document/Information	Page Limit/Format
Cover Letter	A letter addressed to the Mayor detailing your firm's capacity to perform the work. Include any attributes that uniquely align you or your firm to be a successful partner in the project. Limit: 1 page
Company Profile	Detailed description and history of the firm, legal name, address, entity type (corporation, partnership, individual, etc.) Limit: 1 page
Proposed Project Team	Organizational chart and summary of staff qualifications, including sub-consultants (if any). Limit: 1 page
Experience and Expertise	Provide a detailed list of all WWTP or WTP Projects with a construction value of \$7MM or greater within the last 10 years. Include the firm's role, identify the firm's key personnel, and provide owner contact information. Identify the firm's familiarity with City/IDEQ/EPA design requirements (if applicable) and IPDES and NPDES discharge requirements. Outline the firm's experience in working with state and federal funding sources, such as grants and loans for infrastructure projects. Detail the firm's familiarity with funding program requirements, including reporting, compliance, and administration. Knowledge and experience with CMAR, including examples of projects where the firm has served as the Design Engineer on a CMAR project of similar scope and complexity to a WWTP. Provide examples demonstrating the firm's ability to provide post-construction operations support. Limit: 6 pages
Key Proposed Project Team Personnel	Provide the names, titles, and roles of key personnel who will be assigned to this project. Detail their relevant education, professional certifications, licenses, and specialized training. Summarize their professional experience, particularly in municipal engineering or related fields. Highlight their specific expertise and responsibilities in similar projects. Limit: 3 pages
Project Delivery and Approach	General description of the firm's technical approach, including quality control and quality assurance measures, technological capabilities, use of innovation, and ability to comply with deadlines. Limit: 4 pages

Project References	Minimum of three (3) relevant and comparable infrastructure projects, preferably municipal wastewater treatment plants, completed within the past three (3) years. At least two references should be from government entities. Provide contact information for references who can speak about the firm's performance, reliability, and quality of work. Limit: Use Exhibit E
Firm's Current and Projected Workload	Statement on the firm's current and projected workload during the project timeline and percentage of time available for staff assigned to this project. Limit: 1 page.
Location and Expenses	Location of the firm's office that will be managing the project, and how expenses will be charged. Limit: 1 page.
Exhibits	See Page16

VI. Proposed Evaluation, Selection Criteria, and Schedule

The City of Victor will evaluate all submitted Statements of Qualifications based on a comprehensive set of criteria designed to identify the most qualified engineering firm for the new wastewater treatment plant project. A selection committee, comprised of City Staff, will make the selection, and the firm will be chosen based on the criteria outlined below. This structured evaluation process ensures objectivity and transparency, guiding firms on how to present their capabilities best and enabling the City to make an informed decision.

A. Evaluation Criteria and Scoring Matrix

Proposals will be evaluated based on the following criteria, with points assigned to each section to reflect their relative importance. The total maximum score is **100 points**.

- 1. Key Personnel Qualifications (30 pts)** Evaluation of the experience and qualifications of the Project Manager and Resident Project Representative with similar projects, leadership skills, and ability to serve as the primary point of contact. Assessment of lead engineers and specialists (e.g., process, civil, structural, electrical, instrumentation & controls, environmental, water reuse) based on their relevant project experience, professional registrations, and specific expertise directly applicable to wastewater treatment plants. Clarity and effectiveness of the proposed organizational chart for the project team, demonstrating clear lines of authority and communication. If applicable, evaluation of proposed sub-consultants based on their experience, qualifications, and specific roles in the project, particularly for specialized areas not covered by the prime firm (e.g., geotechnical, surveying, architectural). List the project roles and responsibilities of key personnel who will be assigned to this project that directly relates to successful CMAR project execution.

2. **Comparable Project Experience (20 pts)** Direct experience designing comparable new (not just upgrades or expansions) municipal wastewater treatment plants, including projects of similar size, complexity, and treatment technologies, within the past three years. Experience in designing projects in a manner that fully supports and optimizes the CMAR delivery approach.
3. **Project Understanding and Technical Approach (15 pts)** The firm's understanding of the project's objectives, challenges, and proposed innovative and effective solutions. This includes the technical soundness, feasibility, and practicality of their approach, along with their quality control/assurance measures and technological capabilities. Clarity and comprehensiveness of the proposed design methodology, including conceptual design, preliminary design, final design, permitting strategy, and construction support. Innovation and efficiency in the proposed design solutions, particularly regarding energy efficiency, sustainability, life-cycle costs, and water reclamation.
4. **Firm's Capacity and Workload (15 pts)** Assessment of the firm's history, size, financial stability, and general reputation within the water and wastewater engineering industry. Demonstrated commitment to quality, innovation, and client satisfaction. Ability to commit sufficient resources (personnel, equipment, software) to a project of this magnitude.
5. **References (10 pts)** Quality and relevance of the references provided, including one financial reference. References will be contacted to inquire about the firm's professionalism, communication, adherence to deadlines, and quality of work.
6. **Office Location and Expense Charging (5 pts)** The location of the firm's primary office from which the bulk of the work will be performed, and a clear explanation of how reimbursable expenses will be charged.
7. **Cover Letter/Background of Firm (5 pts)** General background and history of the firm or firms (if submitting as a team) to perform the requested scope of work. Identification of any unique attributes that qualify this firm above other firms.

Following the initial evaluation of written qualifications, the City may conduct interviews or request presentations from shortlisted engineering firms. This allows for direct interaction with the proposed project team, enabling a deeper assessment of their communication skills, technical knowledge, and understanding of Victor's specific project requirements. This interactive step provides valuable insights that may not be fully evident from written proposals alone, contributing to a more comprehensive and robust selection process.

B. Schedule

July 9, 2025	Initial distribution of RFQ package
July 30, 2025	Deadline for submission of questions (4:00 pm MST)
August 11, 2025	Estimated City response to questions
August 27, 2025	Deadline to submit Proposals (4:00 pm. MST).
September 15, 2025	Conduct finalist interviews (if applicable)
September 16-30, 2025	Contract Negotiations with Selected Firm
October 8, 2025	Anticipated date for approval/award by City Council
October 9, 2025	Notice to Proceed

VII. Contractual Information

Upon selection of the most qualified firm, the City of Victor will enter into negotiations with the selected firm to confirm the scope of work, responsibilities, required deliverables, and negotiate a fee and/or billing rates for the project(s). Upon successful negotiations, a recommendation for an award shall be presented to the City Council.

Upon approval, a CMAR-500 Agreement, issued by the Engineers Joint Contract Documents Committee, will be executed by and between the selected Respondent and the City. A copy of this agreement is attached as Exhibit A. If any staffing changes should occur between the submission of qualifications and the award of a contract, the firm must notify the City in writing. Unapproved staffing changes may result in the rejection of qualifications and possible termination of the agreement with the company.

A. Contract Structure

This project consists of three distinct parts: preliminary engineering, design engineering, and construction engineering. This phased approach allows for systematic progression and management of the project. Compensation will generally be structured on an hourly fee basis, not to exceed a predetermined contract amount. Any adjustments or increases to this contract amount will require formal authorization through a contract amendment, which must be approved by the City Council. Reimbursable expenses incurred by the engineering firm will be included within the total contract amount. Furthermore, if sub-consultants are utilized for specialized services, their fees must be billed through the prime consultant and itemized within the prime consultant's monthly invoices to the City.

B. General Conditions

The selected firm will be required to adhere to all applicable federal, state, and local laws, regulations, and ordinances throughout the duration of the contract. This includes, but is not limited to, compliance with environmental regulations, labor laws, and public contracting requirements. The final contract will specify comprehensive insurance requirements, including general liability, professional liability, and workers' compensation, to protect both the City and the consulting firm. Standard indemnification clauses will be included, obligating the firm to protect the City from certain liabilities arising from the firm's services. Provisions for non-discrimination will ensure equitable employment practices.

Additionally, the contract will stipulate adherence to Idaho's public records laws, ensuring transparency and public access to relevant project documentation where legally permissible.

C. Special Conditions

1. Reservation of Rights

- i. The City reserves the right to waive any irregularities or informalities in the RFQ or selection process.
- ii. The City reserves the right to change or cancel, for any or no reason, in part or in its entirety, this RFQ, including but not limited to: submittal requirements, submittal date, and selection schedule.
- iii. The City reserves the right to request additional information and/or clarification from any or all respondents to this RFQ.
- iv. The City reserves the right to reject all submittals for any reason without indicating reasons for said rejection.
- v. The City does not accept any financial responsibility for any costs incurred by respondents.
- vi. Issuance of this RFQ does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.
- vii. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful respondent(s).

2. Nonconforming Terms and Conditions

Any statement that includes terms and conditions that do not conform to the terms and conditions of this RFQ is subject to rejection as non-responsive. The City reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its statement prior to the City Council's action to award a contract.

3. Changes to the Scope of Services

The City may materially change the scope of services by way of written addenda to this RFQ. Such changes may include additions, deletions, or other revisions within the general scope of RFQ requirements. Addenda to the RFQ will be posted online at <https://victoridaho.gov/bids>. It is the proposer's responsibility to ensure that they periodically access and review this webpage for any addenda, questions, and answers that may be posted. The City is not responsible for notifying individual proposers of the availability of questions and answers beyond this notice.

4. Prohibition of Contact

Proposers, their employees, agents, or representatives are strictly prohibited from contacting any elected official, member of the City of Victor City Council, or any other City employee, consultant, or representative regarding this RFQ, its contents, or any aspect of the procurement process, other than the designated Point of Contact specified in this RFQ. Any attempt by a Proposer to contact individuals other than the designated Point of Contact regarding this RFQ may result in the immediate disqualification of the Proposer's Statement of Qualifications. This prohibition is designed to ensure a fair, transparent, and ethical procurement process for all participants.

VIII. Exhibits

The following exhibits are typically included as part of the Request for Qualifications package to ensure comprehensive submission and legal compliance. Proposers are required to complete and submit all applicable forms as part of their Statement of Qualifications.

- **Exhibit A – CMAR-500 Agreement Between Owner and Engineer for Professional Services:** The CMAR-500 is specifically designed for situations where the Owner has retained or will retain a Construction Manager at Risk (CMAR).
- **Exhibit B – Exceptions to Proposed Agreement:** Proposers are required to carefully review the entire proposed CMAR-500 Agreement. Any exceptions, deviations, or requested modifications to the terms and conditions of the proposed Agreement must be clearly and concisely detailed in this Exhibit.
- **Exhibit C -- Acknowledgement of Addenda:** A form for proposers to acknowledge receipt of any addenda issued during the RFQ period, confirming their understanding of all updates and clarifications.
- **Exhibit D – Qualification Submittal Signature Page:** The official signature page that must be executed by an authorized representative of the submitting firm, verifying the accuracy and completeness of the SOQ.
- **Exhibit E – Project Specific Reference Form:** A standardized form for providing detailed information about the comparable projects and client references required in the SOQ.
- **Exhibit F -- Litigation and Claims Disclosure:** Proposing firms are required to complete this Exhibit, disclosing all litigation, arbitration, or claims (including formal legal proceedings and significant claims not yet in formal litigation) to which the firm, any parent company, subsidiary, or joint venture partners included in this proposal, has been a party within the last ten (10) years from the date of this RFQ.
- **Exhibit G – Non-Collusion Affidavit:** A sworn statement by the proposer affirming that the proposal was made without collusion or fraud.

EXHIBIT A

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (WHEN OWNER RETAINS A CONSTRUCTION MANAGER AT RISK)

Prepared by



**AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES
(WHEN OWNER RETAINS A CONSTRUCTION MANAGER AT RISK)**

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (WHEN OWNER RETAINS A CONSTRUCTION MANAGER AT RISK)

This is an Agreement between **[Name of Owner]** (Owner) and **[Name of Engineer]** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **[Name of Project]** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **[Description of Engineer's services]**.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available, if necessary through retention of specialists or consultants, such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, including obtaining advice of the Construction Manager, and of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants, as Owner deems appropriate with respect to such examination, and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others, including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice, so that Engineer may assist Owner in tabulating the various cost categories that comprise Total Project Costs, if Engineer is required to do so in Exhibit A.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment, whether by Owner or Contractor, of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Proposal Documents and Front-End CMAR Contract Documents

Notes to User—On projects in which the Owner does not retain a Construction Manager at Risk, the Owner and Engineer ordinarily would work together to develop bidding-related documents, such as Instructions to Bidders, and front-end contract documents, such as General and Supplementary Conditions of the Construction Contract. This collaborative process is often aided by use of specific requests for instructions from the Owner, initiated by the Engineer. See EJCDC® C-050 (2018), Bidding Procedures and Construction Contract Documents, and EJCDC® C-051 (2018), Engineer's Letter to Owner Requesting Instructions Regarding Bonds and Insurance. However, the CMAR Series documents (of which CMAR-500 is a part) are based on the premise that Owner will retain an Owner's Advisor whose primary duties will include assisting the Owner in selecting a Construction Manager at Risk through a two-step

proposal process. The Owner's Advisor's specific obligations with respect to selecting the CMAR are established in CMAR-501, Agreement between Owner and Owner's Advisor, Exhibit A, Owner's Advisor's Services. The CMAR selection process is presented in five Proposal-related documents: CMAR-111, Advertisement for Request for Qualifications; CMAR-200, Request for Qualifications; CMAR-210, Statement of Qualifications; CMAR-400, Request for Proposals; and CMAR-422, Proposal.

Because the Owner's Advisor is expected to take the lead role in assisting the Owner in selecting the CMAR, the provisions that follow assume that the Owner's Advisor will prepare the Proposal Documents and Front-End CMAR Contract Documents, and therefore the Owner will furnish the related instructions to the Owner's Advisor. See EJCDC® CMAR-050, Selection Procedures and Construction Contract Documents—Construction Manager at Risk Series (2023), and EJCDC® CMAR-051, Letter From Owner's Advisor to Owner Requesting Instructions Concerning Bonds and Insurance—Construction Manager at Risk Series (2023). The Engineer's role will be limited or minimal. See Guidance Note 5 preceding Exhibit A Paragraph 1.03.B.14 in which EJCDC assumes that the Owner's Advisor will prepare the Proposal Documents and Front-End CMAR Contract Documents.

The user should make appropriate revisions to the following provisions if, on a specific project, the Owner itself or the Engineer will take the lead in preparing the Proposal Documents and Front-End CMAR Contract Documents. If Engineer takes the lead and the Proposal-related services are included under this engineering services (design) agreement, the relevant Proposal-related scope provisions of CMAR-501 (Owner—Owner's Advisor Agreement) will be useful and can be transferred into this document's Exhibit A.

- A. Owner will give instructions to Owner's Advisor regarding Owner's selection of a CMAR. The CMAR will provide preconstruction and procurement services, and construct the Work. Owner will also instruct Owner's Advisor regarding Owner's construction management and construction contract practices and requirements, and furnish to Owner's Advisor the following:
 1. Owner's standard contract forms, general conditions if other than the current edition of EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract, supplementary conditions, text, and related documents and content for Owner's Advisor to include in the draft Proposal Documents, and in draft Front-End CMAR Contract Documents;
 2. Insurance and bonding requirements;
 3. Protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to CMAR and other Constructors;
 5. Diversity and other social responsibility requirements;
 6. Bidding and contract requirements of funding, financing, or regulatory entities;
 7. Other specific conditions applicable to the procurement of construction or contract documents; and
 8. Any other information necessary for Owner's Advisor to assist Owner in preparing the Proposal Documents and Front-End CMAR Contract Documents.

- B. Owner shall have responsibility for the final content of (1) such Proposal Documents, and (2) such Front-End CMAR Contract Documents, other than content furnished by Engineer concerning the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering or technical matters. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting CMAR proposals, Owner shall place and pay for such advertisement.
- D. Owner will provide copies of the items furnished to Owner's Advisor under Paragraph 2.02.A to Engineer, for Engineer's information and reference.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
 - 1. Accounting, bond, and financial advisory services, including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission, independent cost estimating, and insurance counseling services.
 - 2. Legal services, including attorney review of proposed CMAR Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by CMAR, and Project-related legal services reasonably requested by Engineer.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose CMAR has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the CMAR Contract Documents (other than those required to be furnished or arranged by CMAR), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through CMAR.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to CMAR, Owner's Advisor, or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. Any development that affects the scope or time of performance of Engineer's services;
 - 2. The presence at the Site of any Constituent of Concern; or
 - 3. Any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner has retained or will retain an Owner's Advisor.
 - 1. Owner shall advise Engineer of the identity of the Owner's Advisor and furnish Engineer specific information or documentation regarding the Owner's Advisor's scope of services, especially in relation to the duties, responsibilities, and authority of Engineer.
 - 2. Owner's Advisor will represent Owner at the Site.
- I. Owner shall advise Engineer of the identity and scope of services of any other independent consultants retained by Owner to perform or furnish services in regard to the Project.
- J. Owner shall:
 - 1. Attend and participate in the pre-proposal conference, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
 - a. **[List any other Owner responsibilities here].**

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is based on a **[number]**-month continuous construction period, and on conditions stated in Exhibit A. In addition:
 1. Compensation items and totals based in whole or in part on Hourly Rates, or Direct Labor are estimates only.
 2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.
- C. Owner and Engineer acknowledge that CMAR and Owner's Advisor are expected to establish a non-linear, non-sequential plan for design and construction using fast-tracking, Work Packages, and Work Authorizations. The Engineer's schedule and compensation established in this Agreement are based on preliminary, limited assumptions regarding the design and construction process. As additional information becomes available, specifically at the following points in time, Engineer and Owner commit to an equitable adjustment of schedule and compensation:
 1. Completion of CMAR's review of the Preliminary Design Report (CMAR-525, Exhibit A, Paragraph 1.02)
 2. Completion of CMAR's Procurement Strategy Plan (CMAR-525, Exhibit A, Paragraph 1.13)

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed

or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices—Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements, if any, in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal—Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices—If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay—If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month, or the maximum rate of interest permitted by law, if less, from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes—If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST OF THE WORK

5.01 Opinions of Probable Cost of the Work

- A. To the extent that Owner’s Advisor or CMAR renders opinions regarding probable Cost of the Work, Engineer assumes no responsibility for the accuracy of such opinions.
- B. Engineer’s opinions of probable Cost of the Work, if any, are to be made on the basis of Engineer’s experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Cost of the Work will not vary from opinions of probable Cost of the Work prepared by Engineer, if any.
- C. If Owner requires greater assurance as to probable Cost of the Work than the opinions, if any, provided by Owner’s Advisor, CMAR, or Engineer, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care—The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy—Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer’s Subcontractors and Subconsultants—Engineer may retain such Engineer’s Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others—Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. Compliance with Laws and Regulations, and Policies and Procedures
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of the CMAR Contract—The general conditions of the Owner-CMAR contract will be the current edition of EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.

Notes to User—Paragraph 6.01.G requires Engineer to furnish one signed/sealed electronic copy and one signed/sealed printed copy of the Drawings and Specifications. Revise to reflect the needs of the specific engagement.

- G. Copies of Drawings and Specifications—If Engineer is required to prepare or furnish Drawings or Specifications or Work Packages under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, and of each such Work Package, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the CMAR Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the CMAR Contract Documents, or any application, interpretation, clarification, or modification of the CMAR Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of CMAR's and Owner's safety programs of which Engineer has been informed in writing.
- P. Engineer shall not be responsible for the acts or omissions of Owner's Advisor or CMAR, or for Owner's Advisor's or CMAR's performance of services for Owner.
- Q. In the performance of its services for Owner, Engineer shall to the extent practical: (1) accommodate recommendations and advice from Owner's Advisor and CMAR regarding Engineer's services, including engineering, construction, cost, and technical matters, and (2) take into account differences of opinion that have arisen between Engineer and either Owner's Advisor or CMAR, or both, regarding all such matters; provided, however, that in performing its services Engineer will proceed in a manner that preserves and protects the integrity of the design, adheres to sound engineering practices, and meets Engineer's professional obligations. Engineer shall report any such differences of opinion to Owner, together with a brief explanation of the basis for Engineer's proposed resolution of the issue.

Notes to User

1. Paragraphs 6.02.A and B are two options for ownership of Documents; users will need to select the preferred version and delete the other. In making this selection, do not inadvertently delete the paragraphs numbered 6.02.C, D, and E in the document as published.
2. After selection of either Paragraph 6.02.A or 6.02.B (and deletion of the other), the selected paragraph will automatically be Paragraph 6.02.A and the paragraphs numbered 6.02.C, D, and E in the document as published should automatically renumber as Paragraphs 6.02.B, C, and D. This renumbering does not pose any problems for cross-references elsewhere in the document as published.

3. In the first option, Paragraph 6.02.A (as published), ownership is retained by Engineer with a limited but broad license to the Owner for Owner's Project and Project-related purposes. In the second option, Paragraph 6.02.B (as published), ownership is acquired by Owner, with Engineer retaining certain rights to the Documents.
4. To the extent Engineer makes commitments here regarding licensing or transfer of rights, it is important that Engineer assure that any Subconsultants contractually make or consent to the same commitments.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of, or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.

2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements, including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations, used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive, and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants.
 7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of, or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.
 8. Such limited license to Owner shall not create any rights in third parties.
 9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- C. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- D. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment, whether by Owner or Contractor, of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- E. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F, if included in this Agreement, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement, including the EDP, is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds—The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, Owner's Advisor, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby, including as applicable those arising from both ongoing and completed operations; and

4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner will cause Engineer and other individuals or entities, if any, identified in Exhibit G to be listed as additional insureds on any general liability policies applicable to the Project carried by Owner.
- D. Owner shall require Owner's Advisor and CMAR to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Owner's Advisor and CMAR to cause Engineer, and other individuals or entities, if any, identified in Exhibit G to be listed as additional insureds with respect to such liability insurance purchased and maintained by Owner's Advisor, and its subconsultants, if any, and by CMAR, and its Subcontractors, for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from CMAR.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions, if allowed, and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts, including any CMAR Contract, entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, CMAR, Owner's Advisor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and

replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner—Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer—Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

- c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience—Owner may terminate this Agreement for convenience, effective upon Engineer’s receipt of notice from Owner.
- D. Extension of Effective Date of Termination—If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination—In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner’s sole risk, subject to the provisions of Paragraph 6.02.A.
 1. If Owner has terminated the Agreement for cause and disputes Engineer’s entitlement to compensation for services and reimbursement of expenses, then Engineer’s entitlement to payment and Owner’s rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer’s Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer, and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer, are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Notes to User—If a specific assignment is anticipated when the Agreement is being drafted, consider revising the following clause such that the parties acknowledge and mutually consent to the impending assignment.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest, including, but without limitation, claims arising out of this Agreement or money that is due or may become due, in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the CMAR Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (Disputes) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

Notes to User

- 1. Controlling law and venue are familiar concepts to most attorneys; consultation with legal counsel regarding the specific content of this paragraph is recommended.

2. If necessary, modify the controlling law provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.
3. If Engineer's services involve projects in multiple states, the user may want to consider whether it is feasible to tie controlling law and venue to a single specified location, such as where Engineer's, or alternatively Owner's primary office is located.
4. The venue for disputes that are litigated is sometimes statutorily required to be the state where the Project is located; Paragraph 6.08.B is consistent with such requirements.

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, or if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern—For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the CMAR Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party

encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

Notes to User

1. The indemnification of Owner by Engineer in Paragraph 6.10.A is a standard clause. This clause is often supplemented to include a parallel indemnification of Engineer by Owner, resulting in a mutual indemnification. The wording of such a parallel indemnification of Engineer by Owner is presented as an option in Exhibit I; if acceptable to both parties, that wording may be inserted here in Paragraph 6.10, or retained in Exhibit I as finalized.
2. Paragraph 6.01.F of this Agreement requires that the general conditions for the Owner-CMAR contract will be EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract (2023), unless expressly indicated otherwise. CMAR-700 contains several indemnifications by the Contractor that include the Engineer among the benefited indemnitees: see, for example, CMAR-700, Paragraph 7.21 (general indemnification by CMAR) and CMAR-700, Paragraph 5.02.A (CMAR's indemnification for damage to Site or adjacent property). If Owner will use general

conditions other than CMAR-700, the parties may wish to specify here in Paragraph 6.10 that such general conditions must contain indemnifications substantially similar to those in CMAR-700. If making such a commitment in this Agreement would be premature, then Owner and Engineer should discuss the scope and content of the construction indemnification clauses at the time that the CMAR Contract is being drafted.

- A. Indemnification by Engineer—To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner’s officers, directors, members, partners, agents, and employees, from losses, damages, and judgments, including reasonable consultants’ and attorneys’ fees and expenses, arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer’s officers, directors, members, partners, agents, employees, Subconsultants, or Engineer’s Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, “Limitations of Liability.”
- B. Environmental Indemnification—To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer’s Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments, including reasonable consultants’ and attorney’s fees and expenses, caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation—The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence—To the fullest extent permitted by Laws and Regulations, a party’s total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party’s negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver—To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other’s officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices—Any notice required under this Agreement will be in writing and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival—Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability—Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver—A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims—To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement, including the exhibits hereto, terms, including the singular and plural forms, printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 1. Addenda—Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Proposal Documents or the proposed CMAR Contract Documents.
 2. Additional Services—Services which are not included in Basic Services, but which are identified in Article 2 of Exhibit A of this Agreement and may be authorized by Owner pursuant to Paragraph 2.01.C.
 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and all duly executed amendments.

4. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
5. Change Order—A document which is signed by CMAR and Owner after the Effective Date of a governing Work Authorization and authorizes an addition, deletion, or revision in the authorized Work, an adjustment in the applicable incremental Guaranteed Maximum Price or Contract Times, or other revision to such Work Authorization.
6. Change Proposal—A written request by CMAR, duly submitted in compliance with the procedural requirements set forth in the CMAR Contract, seeking an adjustment in the CMAR Contract's Guaranteed Maximum Price or CMAR Contract Times, or both; contesting a decision by Owner's Advisor, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the CMAR Contract.
7. CMAR Contract—The entire and integrated written contract between Owner and CMAR concerning the CMAR Services and the Work.
8. CMAR Contract Price—The money that Owner has agreed to pay CMAR for performance and completion of the CMAR Services and the Work in accordance with the Contract Documents.
9. CMAR Contract Times—The number of days or the dates by which CMAR must: (a) achieve milestones, if any, in the CMAR Contract; (b) achieve Substantial Completion; and (c) complete the Work and all required services.
10. CMAR Services—Those specific planning, organizational, and advisory services to be performed or furnished by CMAR, consisting collectively of Preconstruction Services, Procurement Services, and any other services authorized by Owner's Advisor and expressly identified in such authorization as CMAR Services. CMAR Services are not part of the Work.
11. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. Construction Manager at Risk (CMAR)—The entity with which Owner enters into a Contract to provide services and construction.
13. Constructor—Any person or entity, not including the Owner's Advisor, Engineer, or their employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors, performing or supporting construction activities relating to the Project, including but not limited to the CMAR and its Subcontractors and Suppliers, Owner's work forces, utility companies, other contractors, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

14. Contract Documents—Those items designated as “Contract Documents” in the CMAR Contract, and which together comprise the CMAR Contract. See also definition of “Front-End Contract Documents” below.
15. Cost of the Work—The sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the CMAR Contract, including construction labor, services, materials, and equipment. Without limitation, the Cost of the Work does not include the cost of performing CMAR Services; Construction Support Costs; the CMAR Fee; the CMAR Contingency; costs of the services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Cost of the Work is one of the items comprising Total Project Costs.
16. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
17. Drawings—That part of the Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by CMAR.
18. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
19. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
20. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
21. Engineer—The individual or entity named as such in this Agreement.
22. Engineer’s Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
23. Field Order—A written order issued by Owner’s Advisor which requires minor changes in the Work but does not change the CMAR Contract’s Guaranteed Maximum Price or the CMAR Contract Times.

24. Front-End Contract Documents—Those Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-CMAR agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Contract Documents delivered or issued after the effective date of the CMAR Contract.
25. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. Owner—The entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same entity that will enter into the CMAR Contract concerning the Project.
27. Owner's Advisor (OA)—The individual or entity retained by Owner to provide construction planning services, assist with CMAR selection, administer the CMAR contract, and furnish site representation services, as set forth in a services contract between Owner and Owner's Advisor.
28. Project—The total undertaking to be accomplished for Owner by construction managers, advisors, engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Proposal Documents—Documents related to the selection of the CMAR, including Advertisements for Requests for Qualifications; Requests for Qualifications; Statements of Qualifications, Requests for Proposals; the Proposal form; and including any attachments such as lists of available Site-related documents and other proposal requirements.
30. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on CMAR's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by CMAR to show changes made during construction.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for CMAR and submitted by CMAR to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
33. Site—Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of CMAR.
34. Specifications—The part of the Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as

applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with CMAR or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for CMAR, which the Contract Documents require CMAR to submit to Owner’s Advisor, or that is indicated as a Submittal in the Schedule of Submittals accepted by Owner’s Advisor. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Owner’s Advisor or Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. Substantial Completion—The time at which the Work, or a specified part thereof, has progressed to the point where the Work, or the specified part thereof, is sufficiently complete, in accordance with the Contract Documents, so that the Work, or the specified part thereof, can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
39. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CMAR or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Cost of the Work and all other Project construction, labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, costs of services of Owner’s Advisor and CMAR, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities, including relocation if not part of construction costs, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or

systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided by CMAR under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents. Work does not include CMAR Services.
43. Work Authorization—A document issued by Owner’s Advisor and signed by Owner and CMAR which identifies and defines new Work Packages and establishes the amount to be paid, times for completion, and any special or supplementary provisions applicable to the authorized Work.
44. Work Change Directive—A written directive issued by Owner’s Advisor to CMAR issued on or after the effective date of the CMAR Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
45. Work Package—A specific portion of the Work developed by Engineer and Owner’s Advisor in collaboration with the CMAR and subsequently authorized by a Work Authorization.

B. Terminology

1. The word “day” means a period of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

Notes to User—If an exhibit is not to be included in the specific agreement, indicate “Reserved” or “Not used” after that exhibit in the list that follows, for example, “Exhibit I: Not used.”

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Reserved.
- E. Exhibit E, EJCDC® CMAR-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.

- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement, which includes the exhibits listed above, constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements, including any conflict-of-interest resolution methodologies, provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is **[insert date]**.

Owner:

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Exhibit B

Exceptions to Proposed Agreement

City of Victor, Idaho - Request for Qualifications (RFQ) for Engineering Design Services for New Wastewater Treatment Plant (WWTP)

Proposer's Name: _____

The City of Victor's proposed Agreement (attached as Exhibit A to this RFQ) represents the City's standard terms and conditions for engineering design services. The City understands that Proposers may have specific exceptions or requested modifications to these terms.

Proposers are required to carefully review the entire proposed Professional Services Agreement. **Any exceptions, deviations, or requested modifications to the terms and conditions of the proposed Professional Services Agreement must be clearly and concisely detailed in the space provided below.**

For each exception, please:

1. **Clearly identify the specific section, paragraph, or clause number** of the proposed Professional Services Agreement to which the exception applies.
2. **State the nature of the exception or requested modification** in detail.
3. **Provide the exact alternative language or proposed revision** that the Proposer would like to see incorporated into the agreement.
4. **Briefly explain the rationale or justification** for the requested exception or modification.

Proposers should be aware that the City of Victor will evaluate the proposed exceptions during the selection process. Extensive or significant exceptions may negatively impact a Proposer's ranking, as they may indicate a lack of alignment with the City's standard contracting practices or may require substantial legal review and negotiation, potentially delaying project initiation. The City reserves the right to accept or reject any and all proposed exceptions.

Exception 1:

- **Section/Clause No.:**
- **Nature of Exception/Modification:**
- **Proposed Alternative Language/Revision:**
- **Rationale/Justification:**

Exception 2:

- **Section/Clause No.:**
- **Nature of Exception/Modification:**
- **Proposed Alternative Language/Revision:**
- **Rationale/Justification:**

Exception 3:

- **Section/Clause No.:**
- **Nature of Exception/Modification:**
- **Proposed Alternative Language/Revision:**
- **Rationale/Justification:**

(Add additional rows as necessary for all exceptions)

If no exceptions are taken, please explicitly state "NO EXCEPTIONS" below.

Submitted By (Authorized Representative):

Name (Printed): _____

Title: _____

Signature: _____

Date: _____

Exhibit C

Acknowledgement of Addenda

This form is to be completed by the Proposer to acknowledge receipt of all addenda issued during the Request for Quotation (RFQ) period. By signing below, the Proposer confirms their understanding of all updates, clarifications, and modifications made to the original RFQ documents.

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING DESIGN SERVICES FOR A NEW WASTEWATER TREATMENT PLANT

Proposer Information:

- **Company Name:** _____
- **Authorized Representative Name:** _____
- **Title:** _____
- **Date of Submission:** _____

Acknowledgement of Addenda:

The undersigned Proposer hereby acknowledges receipt of the following addenda issued for the above-referenced RFQ:

Addendum Number	Date Issued
[e.g., Addendum No. 1]	[e.g., MM/DD/YYYY]
[e.g., Addendum No. 2]	[e.g., MM/DD/YYYY]
[e.g., Addendum No. 3]	[e.g., MM/DD/YYYY]

(Please list all addenda received. If no addenda were issued, please state "None" in the table.)

Declaration:

By signing below, the Proposer certifies that they have received, reviewed, and incorporated all information contained within the acknowledged addenda into their proposal. The Proposer understands that failure to acknowledge all issued addenda may result in the disqualification of their proposal.

Authorized Signature:

(Signature of Authorized Representative)

Printed Name: _____

Date: _____

Please include this completed and signed form with each addendum issued.

Exhibit D

Qualification Submittal Signature Page

An authorized representative of the submitting firm must execute this official signature page. By signing below, the representative verifies the accuracy and completeness of the Statement of Qualifications (SOQ) submitted.

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING DESIGN SERVICES FOR A NEW WASTEWATER TREATMENT PLANT

Submitting Firm Information:

- **Legal Company Name:** _____
- **Company Address:** _____
- **City, State, Zip Code:** _____
- **Phone Number:** _____
- **Email Address:** _____
- **Date of SOQ Submission:** [Insert Date of SOQ Submission Here]

Certification and Verification:

I, the undersigned, being an authorized representative of the submitting firm named above, hereby certify that:

1. I have read and understand all instructions, terms, and conditions set forth in the Request for Qualifications (RFQ) document and any issued addenda.
2. All information provided in this Statement of Qualifications, including all attachments and exhibits, is true, accurate, and complete to the best of my knowledge and belief.
3. The submitting firm is legally authorized to do business in the jurisdiction where the services are to be performed.
4. The submitting firm agrees to comply with all applicable laws, regulations, and ordinances related to the services described in the RFQ.
5. I am duly authorized to sign this SOQ and bind the submitting firm to all statements and representations contained herein.

Authorized Signature:

(Signature of Authorized Representative)

Printed Name: _____

Title: _____

Date: _____

Please include this completed and signed page as part of your official SOQ submission.

EXHIBIT E

Firm Reference Form

Provide a minimum of three (3) relevant and comparable infrastructure projects, preferably municipal wastewater treatment plants, completed within the past three (3) years. At least two (2) of the references provided must be from government entities. Please ensure the contact information provided is for individuals who can speak directly about your firm's performance, reliability, and quality of work.

Submitting Firm Information:

- **Legal Company Name:**

Project Reference 1:

1. **Project Name:** _____
2. **Project Location (City, State):** _____
3. **Client Organization Name:** _____
4. **Is this a Government Entity?** (Check one): Yes No
5. **Brief Project Description:** (Including your firm's role and scope of services, especially related to WWTP or similar infrastructure. Limit your response to 100 words.)

6. **Project Completion Date:** _____ (MM/DD/YYYY)
7. **Client Contact Person Name:** _____
8. **Client Contact Person Title:** _____
9. **Client Contact Phone Number:** _____
10. **Client Contact Email Address:** _____

Project Reference 2:

1. **Project Name:** _____
2. **Project Location (City, State):** _____
3. **Client Organization Name:** _____
4. **Is this a Government Entity?** (Check one): Yes No
5. **Brief Project Description:** (Including your firm's role and scope of services,

especially related to WWTP or similar infrastructure. Limit your response to 100 words.)

6. **Project Completion Date:** _____ (MM/DD/YYYY)
7. **Client Contact Person Name:** _____
8. **Client Contact Person Title:** _____
9. **Client Contact Phone Number:** _____
10. **Client Contact Email Address:** _____

Project Reference 3:

1. **Project Name:** _____
2. **Project Location (City, State):** _____
3. **Client Organization Name:** _____
4. **Is this a Government Entity?** (Check one): Yes No
5. **Brief Project Description:** (Including your firm's role and scope of services, especially related to WWTP or similar infrastructure. Limit your response to 100 words.)

6. **Project Completion Date:** _____ (MM/DD/YYYY)
7. **Client Contact Person Name:** _____
8. **Client Contact Person Title:** _____
9. **Client Contact Phone Number:** _____
10. **Client Contact Email Address:** _____

(If providing more than three references, please duplicate the "Project Reference" section above as needed.)

Certification:

I, the undersigned, certify that the information provided herein is accurate and complete to the best of my knowledge. I understand that the client references may be contacted to verify the information provided and to inquire about our firm's performance.

Authorized Signature:

(Signature of Authorized Representative)

Printed Name: _____

Title: _____

Date: _____

Please include this completed and signed form as part of your official SOQ submission.

Exhibit F

Litigation and Claims Disclosure

City of Victor, Idaho - Request for Qualifications (RFQ) for Engineering Design Services for New Wastewater Treatment Plant (WWTP)

Proposing firms are required to complete this Exhibit, disclosing all litigation, arbitration, or claims (including formal legal proceedings and significant claims not yet in formal litigation) to which the firm, any parent company, subsidiary, or joint venture partners included in this proposal, has been a party within the last ten (10) years from the date of this RFQ.

Failure to provide complete and accurate information as requested may result in the disqualification of your firm's Statement of Qualifications.

Instructions:

1. For each instance, provide a separate, numbered entry.
2. If there is no litigation, arbitration, or claims to disclose, explicitly state "No Litigation, Arbitration, or Claims to Disclose within the last 10 years."
3. Attach additional sheets as necessary to provide complete details.

Disclosure Requirement:

For each instance of litigation, arbitration, or claim, provide the following information:

1. Case/Claim Title & Parties Involved:
 - a. Full title of the case/claim (e.g., Plaintiff v. Defendant, In re [Arbitration Name])
 - b. Names of all parties involved, clearly identifying your firm's role (e.g., Plaintiff, Defendant, Claimant, Respondent, Third-Party Defendant, etc.).
2. Type of Matter:
 - a. Brief description of the nature of the dispute (e.g., professional negligence, breach of contract, construction defect, payment dispute, intellectual property dispute, employment claim, regulatory violation, etc.).
3. Jurisdiction/Forum:
 - a. Name of the court, arbitration panel, administrative body, or other forum where the matter was heard or filed.
 - b. Case/Docket Number (if applicable).
 - c. State and/or Federal jurisdiction (if applicable).

4. Dates:
 - a. Date the action was filed/claim initiated.
 - b. Date of resolution/current status (e.g., settled, dismissed, ongoing, judgment entered, etc.).
5. Outcome/Current Status:
 - a. Provide a clear summary of the outcome or current status of the matter.
 - b. If settled, state whether the settlement was favorable, unfavorable, or neutral. Do not disclose specific settlement amounts unless legally required or publicly available.
 - c. If a judgment or award was rendered, state the nature of the judgment/award and whether it was in favor of or against your firm.
 - d. For ongoing matters, describe the current stage of the proceedings.
6. Description of Your Firm's Involvement:
 - a. Detail your firm's specific involvement in the matter, including the services provided that were relevant to the dispute.
 - b. Explain the allegations against or by your firm.
7. Impact on the Firm's Operations (if any):
 - a. Briefly describe any material impact the litigation/claim had on your firm's operations, financial standing, or ability to perform similar services.

Certification:

I, the undersigned, being a duly authorized representative of the Proposing Firm, hereby certify that the information provided in this Exhibit regarding litigation and claims is true, accurate, and complete to the best of my knowledge and belief. I understand that any misrepresentation or omission of material facts may result in the disqualification of this proposal.

Firm Name: _____

Authorized Signature: _____

Printed Name:

Title: _____

Date: _____

Exhibit G

Non-Collusion Affidavit

STATE OF IDAHO
COUNTY OF TETON

Before me, the undersigned Notary Public, on this day personally appeared:

[Insert Name of Authorized Representative], who, being by me first duly sworn, did depose and say:

1. I am the [Insert Title of Authorized Representative] of [Insert Company Name], hereinafter referred to as "Proposer," and I am duly authorized to make this affidavit on behalf of the Proposer.
2. I certify that this proposal has been arrived at independently, without consultation, communication, or agreement with any other proposer or with any competitor, for the purpose of restricting competition.
3. I certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
4. I certify that the Proposer has not disclosed, directly or indirectly, any information regarding this proposal to any other proposer or competitor prior to the time of proposal opening.
5. I certify that the Proposer has not engaged in any collusion, fraud, or other unlawful act in connection with the preparation or submission of this proposal.
6. I certify that the Proposer has not offered or given, and will not offer or give, any gratuity, favor, or anything of value to any official, employee, or agent of the City of Victor, Idaho, or any other person, in connection with this proposal.

I understand that any false statement made in this affidavit is subject to the penalties of perjury.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature of Authorized Representative]

[Printed Name of Authorized Representative]

Title: _____

Company Name: _____

Subscribed and sworn to before me this _____ day of _____, 20.

Notary Public

My Commission Expires: _____

(Seal)