



REQUEST FOR QUALIFICATIONS

CONSTRUCTION MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

1010 W. JEFFERSON STREET COMMERCIAL SPACE AND PUBLIC PARKING FACILITY

SUBMITTALS DUE: December 10, 2025 by 3 P.M. local time

November 19, 2025

Dear Respondent:

In accordance with the qualification-based selection process set forth in Idaho Code § 67-2320, Capital City Development Corporation (CCDC) seeks a qualified firm to provide construction material testing and special inspection services for the 1010 W. Jefferson Street Commercial Space and Public Parking Facility project in downtown Boise.

Written Statements of Qualifications (SOQs) must be delivered **electronically** prior to **3:00 p.m. local time, December 10, 2025** to bids@ccdcboise.com. A selection committee will evaluate the SOQs on the basis specified in this RFQ and may interview the top ranked firms.

CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to award a contract. CCDC will pay no submission-related expenses incurred by Respondents. CCDC may cancel this process at any time prior to execution of a contract without liability.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.



Kathy Wanner
Contracts Manager



121 N 9TH ST, SUITE 501 BOISE, ID 83702
208-384-4264 WWW.CCDCBOISE.COM

Request for Qualifications

Construction Material Testing and Special Inspection Services

Project Background

Capital City Development Corporation (CCDC) invests resources in public amenities including public parking to attract and lower barriers for private development in its districts. The high cost of consolidating parking into structures continues to stymie redevelopment and contribute to the increasing cost of downtown development. CCDC's system of public parking garages (ParkBOI) are examples of how structured parking can cultivate commerce, encourage high-quality land use, and contribute to a sense of place.

In November 2024, CCDC began its effort to redevelop 1010 W. Jefferson Street into a multi-story, mixed-use public parking facility. Following a Request for Qualifications (RFQ), KPFF, Inc. was selected in January 2025 to provide design services. In March 2025, the CCDC Board approved Okland Construction Company, Inc. as the Construction Manager/General Contractor (CM/GC), and on August 13, 2025, the project received Design Review approval from the City of Boise. The facility is expected to become the seventh garage in the ParkBOI public parking system and advances the goals of the Westside Urban Renewal District by developing a mixed-use public parking facility that will serve existing and future businesses and the surrounding community.

The six-story structure will provide approximately 446 parking stalls, 1% of which will be equipped with electric vehicle charging stations on completion, with utility capacity to install charging stations at up to 20% of stalls. The project will also include 22,000 +/- square feet of active ground floor commercial space which will be divided into condominiums for disposition. A 12,000 +/- square-foot condominium is intended to be used as an early education center by the Treasure Valley YMCA. Other owners and uses will be determined through a competitive disposition process. CCDC will also own and operate a 661 +/- square foot public, secure bicycle storage facility on the ground floor.

The project will be designed to meet the City of Boise's Green Building Code and will connect to the City of Boise's geothermal system. CCDC is investigating the potential to also include a rooftop photovoltaic system. The project is anchored by an 11th Street public plaza that includes retail patio space, family amenities and guides pedestrians inward toward the ground floor commercial spaces and public parking stair tower.

More project information is available on CCDC's website at <https://ccdcboise.com/ccdc-projects/1010-w-jefferson-st/>.

Scope of Services

CCDC is seeking a qualified firm to provide construction material testing and special inspection services for the **1010 W. Jefferson Street Commercial Space and Public Parking Facility** project in downtown Boise. Special inspections and testing may include, but are not limited to, geotechnical inspection for compacted fill and rammed aggregate pier installation; hot mix asphalt inspection and testing; testing of fire-resistance-rated assemblies and exterior insulation and finish systems (EIFS); and structural inspection and testing for concrete, CMU, masonry, anchors, steel, and steel decking.

The selected Respondent will also be responsible for providing a final acceptance letter confirming that the project has met all required inspection and testing requirements. The target

construction budget is \$33M. See the [100% Design Development Plans](#) linked here for the full project scope.

The selected Respondent will work closely with the design team, led by the prime consultant KPFF, Inc., and Okland Construction as the CM/GC.

Schedule

Work by the selected Respondent is expected to begin in early 2026 with inspection and testing of structural compacted fill once the existing building has been demolished. CCDC intends to begin construction of 1010 W. Jefferson Street in Summer 2026, with project completion anticipated in Fall 2027. Key project milestones are outlined in the following table.

Milestone	Date
Building Demolition and Structural Backfill of Void	January-March 2026
Construction Start	July 2026
Construction Completion	November 2027
Commissioning	December 2027

Request for Clarification or Questions

Any Respondent wishing to request clarification or ask a question related to the RFQ may submit a written inquiry to Kathy Wanner, Contracts Manager, at kwanner@ccdcboise.com. All requests must be received in writing no later than 3:00 p.m. local time on December 4, 2025.

Addenda

If it becomes necessary to revise any part of this RFQ, addenda will be issued. It is the Respondent's responsibility to check for addenda prior to submitting their Statement of Qualifications (SOQ). Failure to do so may result in the SOQ being declared non-responsive. Respondents shall acknowledge any addenda incorporated into their submittal within their cover letter.

Required Content

All responses to this RFQ shall include the following information in a clear and concise manner, organized according to the outline provided below. SOQs shall not exceed ten (10) pages in length, excluding front and back cover pages, exhibits A and B, and team member resumes. A minimum font size of 11 must be used.

A. RFQ Submittal Cover Sheet (Exhibit A) 0 points

B. RFQ Waiver & Release (Exhibit B) 0 points

C. Cover Letter 5 points

Provide a signed cover letter with introductory information. The letter should reference the RFQ by name and include a concise summary of the Respondent's organization, relevant experience, and ability to perform the anticipated services in a timely manner. Identify the key individual who will serve as the Project Manager for this project, including their phone number, physical address, email address, and a summary of qualifications. The cover letter should also acknowledge any addenda issued for the RFQ.

D. Firm Qualifications 20 points

Provide a summary of the Respondent's organization and its capabilities. Include information on the firm's history, size, organization and management structure, resources, capabilities, special expertise, office location(s), and the number of staff at each location. As a minimum, the firm must meet the requirements of ASTM E329, be certified by AMRL/CCRL or A2LA or ICBO in soils, aggregate, concrete and asphalt, and have an AASHTO-accredited laboratory. Highlight the firm's competitive advantages that make it the best partner for this project.

E. Project Manager and Key Staff 20 points

Describe the qualifications, certifications, experience, and expertise of the Project Manager and key staff members, including their length of time with the firm and their ability to respond promptly to the types of inspections anticipated for this project. Explain how the Respondent will interface with CCDC, with the design team led by the prime consultant KPFF, Inc., and Okland Construction as the CM/GC. Please also indicate the typical turnaround time from the completion of testing to the distribution of reports for the various testing and inspection services requested in this RFQ. Special inspectors must be certified in the applicable discipline requiring special inspection. At a minimum, the firm must demonstrate that at least two inspectors hold current ICC certifications in masonry, reinforced concrete, structural steel, and fire and life safety. Include an organizational chart showing the reporting structure. Resumes for all key personnel shall be included in an appendix. Each resume should not exceed two pages and will not count toward the page limit.

F. Quality Systems 20 points

Respondents shall describe their quality system for inspections and testing, including how it is structured, documented, and maintained. The description should address quality policies and objectives; the relationship between management, technical operations, support services, and the quality system; procedures for document control; traceability of measurements; and handling of inspection or test items. Respondents should explain their audit and review processes, including internal audits by qualified, independent staff, management review, and documentation and resolution of findings. Respondents shall also describe procedures for ensuring quality of results, including internal quality control measures, such as proficiency testing, use of reference materials, replicate inspections or testing, re-inspection of retained items, and correlation of results.

G. Equipment Management 20 points

Respondents shall describe their approach and identify the individual responsible for equipment management for inspections and testing. The description should address how the firm ensures that all necessary equipment and reference materials are available, properly maintained, current on calibrations, and suitable for use. Respondents should explain how they handle equipment that may be defective, produce suspect results, or require verification or recalibration. Include a description of procedures for maintaining records for each item of equipment, including name, manufacturer and model information, serial number or unique ID, date received and placed in service, condition, maintenance history, calibration status, and current location.

H. Relevant Experience 15 points

Provide a brief description of up to three projects completed within the past five years where the Respondent provided testing and inspection services for projects of similar scope and scale to those requested in this RFQ. For each project, include a summary of the facility, the project completion date, and a description of the inspections provided by the Respondent. Additionally, include a client reference with contact information for each project.

Evaluation of SOQs

SOQs will be evaluated based on review of the Respondent's submittal by a selection committee that may include CCDC employees and consultants. Before a company is selected, CCDC may conduct reference investigations or contact Respondents to receive further information. CCDC may interview the top ranked companies to evaluate and determine the performance record and ability of the Respondents to perform the work anticipated and to determine the quality of the services being offered. By submitting a SOQ, the Respondent authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Respondents will be evaluated based on the information described in this RFQ.

Qualification-Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. Final selection is made by the CCDC Board of Commissioners. CCDC has the right to waive or alter submission requirements or to reject any or all SOQs, consistent with Idaho law. It is the Respondent's responsibility to conform to all applicable federal, state, and local statutes or other applicable legal requirements. The information provided herein is intended to assist Respondents in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Respondent to meet applicable requirements.

Contract Form

The successful Respondent will provide CCDC with professional services and represent CCDC's best interests within set budgets and as contracted. A sample agreement is attached to this RFQ (Exhibit C).

General Conditions

Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to this RFQ and any irregularities in the SOQs received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the SOQ that is in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of SOQs does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code § 74-101 through §74-126. The Public Records Act contains certain exemptions – including an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If any Respondent claims any part of a SOQ is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document "CONFIDENTIAL"; and, 2.) Include the specific basis for the position that it be treated as exempt

from disclosure. Marking the entire SOQ as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Respondent’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

Response Instructions

Please submit your SOQ to bids@ccdcboise.com no later than **3:00 p.m. (local time) on December 10, 2025**. Late submissions will not be considered.

Exhibits to this RFQ

A: RFQ Submittal Cover Sheet

B: RFQ Waiver and Release

C: Sample Agreement

EXHIBIT A

**RFQ: CONSTRUCTION MATERIAL TESTING AND SPECIAL INSPECTION SERVICES
1010 W JEFFERSON ST COMMERCIAL SPACE AND PUBLIC PARKING FACILITY
SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)**

TO: Capital City Development Corporation
Attn: Kathy Wanner, Contracts Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Company officer responsible to CCDC for services contemplated by this RFQ:

SIGNATURE: X _____

Print Name and Title: _____

EXHIBIT B

RFQ: CONSTRUCTION MATERIAL TESTING & SPECIAL INSPECTION SERVICES 1010 W JEFFERSON ST COMMERCIAL SPACE AND PUBLIC PARKING FACILITY

REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

The undersigned has read this waiver and release and fully accepts the Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualification-based selection process in response to the Request for Qualifications (RFQ) to select a company to supply construction material testing and special inspection services to CCDC for the project.

- A. Discretion of CCDC: The Respondent submitting a response to this RFQ agrees that CCDC has the right to, unless contrary to applicable state law:
- a. Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the services RFQ;
 - b. Obtain further information from any person, entity, or group regarding the Respondent, and to ascertain the depth of Respondent's capability and experience for supplying the services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ to select a construction material testing and special inspection services firm and any response by any Respondent thereto;
 - d. Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
 - e. Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.
- B. Non-Liability of CCDC:
- a. The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
 - b. The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Respondent's Signature: **X** _____

Print Name: _____

Print Title: _____

Name of Firm: _____

Date: _____



NAME OF FIRM

PROFESSIONAL SERVICES AGREEMENT
PROJECT NAME

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the Boise City, also known as Capital City Development Corporation, an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code ("CCDC"), and **NAME OF FIRM, TYPE OF FIRM** ("CONSULTANT"). CCDC and CONSULTANT may hereinafter collectively be referred to as the "Parties" and individually as a "Party."

RECITALS

- A. CCDC has an ongoing need for nonexclusive consultant services related to the **[NATURE OF SERVICES]**.
- B. On [DATE], CCDC issued a Request for [qualifications / proposals] for [name of project]. On [DATE], The CCDC Board of Commissioners adopted Resolution # [number] approving the rankings of the RFQ and authorizing the Executive Director to negotiate and execute a professional services agreement with the top ranked firm, **CONSULTANT** to provide services for [name of project/type of work].
- C. CONSULTANT is specially trained, experienced, and competent to perform such services and has agreed to provide such services under the terms and conditions described herein.
- D. CCDC desires to retain CONSULTANT to provide non-exclusive professional services. As a public agency, CCDC reserves all rights to seek services from other consultants through any procedure deemed to be in the best interests of CCDC and in compliance with any applicable law, rule, or regulation.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

- 1. SCOPE OF SERVICES.** Upon execution of this Agreement, CONSULTANT shall perform and furnish to CCDC all services as described in Exhibit A, ("Scope of Services" or "Scope"), incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties.
- 2. EFFECTIVE DATE.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.
- 3. TERM OF AGREEMENT.** This Agreement shall begin on the Effective Date and shall continue until: 1.) completion of services; or 2.) **DATE.** At CCDC's sole discretion an extension may be granted.
- 4. NOTICE TO PROCEED.** Services to be performed under this Agreement shall commence upon CCDC issuing a written notice to proceed. The written notice to proceed may be transmitted by U.S. Mail, courier, E-Mail or Fax. The receipt of the fully executed agreement is considered a written notice to proceed.
- 5. PAYMENT.**

 - (a) Method of Payment. CCDC agrees to pay CONSULTANT based on time and expenses an amount not to exceed [amount in words; caps] (amount in numbers; dollar sign) for the Scope based on the time expended by CONSULTANT.
 - (b) Hourly rates. CONSULTANT shall perform services at the hourly rates set forth in Exhibit [letter].
 - (c) Reimbursable Expenses. Reimbursable expenses may include general out-of-pocket expenses, such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC at the actual cost to CONSULTANT with no mark-up. Reimbursable expenses are included in the not-to-exceed limit stated in Section 3(a) above.
 - (d) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Agreement. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment must be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
 - (e) Invoices. CONSULTANT shall submit monthly invoices for payment by mailing them to CCDC, 121 N 9th Street, Suite 501, Boise, Idaho 83702 or via email to accounting@ccdcoise.com. Monthly invoices shall be in a format acceptable to CCDC, and shall include the **PO# XXXXXX** on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice

shall also specify current billing and previous payments, with a total of cost incurred and payments made to date.

- (f) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of invoice, subject to Correction of Deficiencies, herein set forth, and Termination provisions set forth below. Disputes of any invoiced amounts must be sent to CONSULTANT in writing within five (5) business days of billing.

6. CONSULTANT RESPONSIBILITIES. CONSULTANT assumes all responsibility for production and delivery of all materials and services detailed in this Agreement, whether or not the CONSULTANT is the manufacturer or producer of the materials or services. CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services specified in the Agreement. Further, CONSULTANT will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of items selected.

7. CONSULTANT WARRANTY. CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary to perform the services under this Agreement. CONSULTANT warrants that its services under this Agreement shall be performed in a professional manner consistent with the professional skill and care ordinarily provided by [NATURE OF SERVICE] professionals practicing in the same or similar locality under the same or similar circumstances. In the event of nonconformity, to the extent the professional standard of care for professionals has not been met, and without limitation upon any other remedy, CCDC shall have no financial obligation in regard to the nonconforming goods or services. This right is not to the exclusion of any other right that CCDC has in law or equity. Without limiting the foregoing, CONSULTANT recognizes its obligation to work with CCDC to correct any errors resulting from its negligence.

8. CONSULTANT RELIANCE. CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by CCDC, except in such circumstances that CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable or incomplete. CONSULTANT shall provide prompt notice to CCDC if CONSULTANT becomes aware of any errors, omissions, or inconsistencies in such information.

9. CORRECTING DEFICIENCIES. If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as CCDC may reasonably determine, CCDC shall notify CONSULTANT in writing and identify specific deficiencies in the service or work product that do not meet the requirements. CONSULTANT shall have ten (10) business days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the CCDC's written notice. If CCDC again reasonably determines the services or work product fails to meet the requirements, CCDC may withhold payment until deficiencies have been corrected to CCDC's reasonable satisfaction or may terminate this Agreement for cause as set forth in this Agreement.

10. RIGHT OF CONTROL. CCDC agrees that it will have no right to control or direct the details, manner, or means by which CONSULTANT accomplishes the results of the services performed hereunder. CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that its other contracts

and services shall not interfere with the performance of the services outlined by this Agreement. CCDC agrees to coordinate project schedules, respective commencements, and deadlines with CONSULTANT as needed.

11. PROPRIETARY RIGHTS. All documents, reports, and any other data developed by CONSULTANT for CCDC in the performance of this Agreement, whether finished or not finished, shall become the property of CCDC, shall be forwarded to CCDC at its request, and may be used by CCDC as it sees fit. CCDC agrees that if it uses products prepared by CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONSULTANT harmless therefrom.

12. CONFIDENTIALITY. The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information and, without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: a.) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); b.) is under the obligation to be disclosed pursuant to the applicable laws or regulations or orders of the court or other government authorities; or c.) is required to be disclosed by any Party to its own officers, board members, legal counsels, or financial advisors regarding the transaction contemplated hereunder, provided that such officers, board members, legal counsels, or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

13. RELATIONSHIP OF PARTIES. CONSULTANT is an independent contractor and is not an officer, employee, servant, or agent of CCDC. CCDC shall determine the services and work products to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the services and work projects specified by CCDC. This Agreement shall not be construed to create any employer-employee relationship between CCDC and CONSULTANT. CONSULTANT shall not be entitled to any benefits provided by CCDC to employees.

14. FEDERAL, STATE, AND LOCAL PAYROLL TAXES. Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by CCDC on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

15. DISCRIMINATION PROHIBITED. In performing the services required by this Agreement, CONSULTANT shall not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by CCDC, in whole or in part, and may result in ineligibility to perform additional services for CCDC.

16. ACCESS TO RECORDS AND AUDITS. CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement.

All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Upon request, such records shall be available for review by CCDC representatives for three (3) years after final payment.

17. SUBCONSULTANTS. CONSULTANT may propose the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the services. CCDC shall have the right to approve the use of SUBCONSULTANTS and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any services by SUBCONSULTANTS, and such approval shall be in writing. CCDC shall also determine whether the selection of SUBCONSULTANTS should be made through any required selection process or through a selection process CCDC deems in its best interest. CCDC shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by CCDC in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by CCDC in writing. CCDC shall have no liability to SUBCONSULTANTS and CONSULTANT shall be responsible for services performed or work product produced by the SUBCONSULTANTS and payment to SUBCONSULTANTS.

18. COORDINATION WITH OTHER CONSULTANTS. CONSULTANT recognizes that CCDC has or may enter into agreements with other consultants. Upon request, CONSULTANT agrees to coordinate with and work in conjunction with other Consultants when the need arises.

19. INDEMNIFICATION. CONSULTANT agrees to indemnify, defend, and hold harmless CCDC and its officers, agents, and employees from and against all claims, losses, actions, or judgments for damages or injury to persons or property, including attorney fees, arising from any negligent or tortious acts or omissions of CONSULTANT, its employees, or subconsultants. In case any action or proceeding is brought against CCDC or its officers, agents, or employees by reason of negligent or tortious acts or omissions of CONSULTANT, its employees, or subconsultants, CONSULTANT, upon written notice from CCDC, shall resist or defend such action or proceeding at CONSULTANT's expense.

20. INSURANCE. Prior to commencing services under this Agreement, CONSULTANT shall obtain at its sole cost and expense, and thereafter maintain for the term of this Agreement, at least the minimum insurance coverages set forth below. All insurance coverage shall be written on an occurrence basis and provided by a company or companies which are authorized to do business in Idaho. CONSULTANT shall provide to CCDC proof of insurance coverage before commencing its performance as herein provided. CONSULTANT shall notify CCDC a minimum of ten (10) days prior to cancellation of said policy or policies.

- (a) Worker's compensation as required by applicable law or regulation. If worker's compensation insurance is not required under the circumstances, CONSULTANT shall provide proof to CCDC that such coverage is not required.
- (b) Employer's liability insurance in the minimum amount required by applicable law or regulation.
- (c) Commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons

or property arising out of or in connection with the CONSULTANT's negligence during the performance of this Agreement.

- (d) Professional liability insurance with minimum limits of liability of \$1,000,000 per claim and \$1,000,000 aggregate.
- (e) Cybersecurity liability insurance with limits not less than \$1,000,000 for all claims and includes third party. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering fraud, funds transfer fraud, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

21. DEFAULT AND TERMINATION.

- (a) FOR CAUSE. If through any cause CONSULTANT shall fail to perform any of the covenants or conditions of this Agreement or fails to fulfill its obligations in compliance with the schedule under this Agreement, and CONSULTANT does not cure such defects in performance within ten (10) days after receipt of written notice, CCDC shall thereupon have the right to terminate this Agreement. Upon termination for cause, CONSULTANT shall be paid an amount for the actual services satisfactorily performed in accordance with this Agreement through the default date. CONSULTANT shall provide CCDC all work products generated prior to date of termination.
- (b) TERMINATION FOR CONVENIENCE OF CCDC. CCDC may terminate this Agreement for its convenience at any time, for any reason, upon giving ten (10) business days written notice. If this Agreement is terminated by CCDC for convenience, CONSULTANT shall be paid an amount for the actual services satisfactorily performed to the date of termination. Consultant shall also provide CCDC all work products of consulting generated to date of termination. Notwithstanding any other provision in this Agreement, CCDC may terminate this Agreement immediately if CONSULTANT becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of the CONSULTANT or if CONSULTANT makes an assignment for the benefit of creditors.

22. DISPUTES. In the event that a dispute arises between CCDC and the CONSULTANT regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing.

Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

23. ATTORNEY FEES. Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

24. NONWAIVER. Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

25. NOTICES. Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when delivered in person, by courier, or mailed in the United States mail, certified, return receipt requested, addresses as follows:

To CCDC:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
#208-384-4264
jbrunelle@ccdcboise.com

To CONSULTANT:

Name of Consultant, Title
Firm Name
Address
Address
#telephone
email

Telephone numbers and e-mail addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, mail, courier, e-mail, or fax. Either Party may, by written notice, change the contact information listed above.

26. GENERAL ADMINISTRATION AND MANAGEMENT. The Executive Director of CCDC or his/her designee shall be CCDC's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required of CCDC under this Agreement.

27. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Agreement and will be strictly followed by the Parties.

28. ENTIRE AGREEMENT. This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement covers services or work products CONSULTANT has not completed, but does not cover services or work products that have been completed and CCDC has paid CONSULTANT'S fee.

29. AMENDMENTS. This Agreement may be amended only in writing, upon mutual agreement of both CCDC and CONSULTANT.

30. ASSIGNMENT. It is expressly agreed and understood by the Parties hereto that CONSULTANT shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of CCDC.

31. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Such counterparts shall be deemed to be original instruments. Counterparts together shall constitute one (1) agreement.

32. GOVERNING LAW. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

33. SEVERABILITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

34. SUCCESSORS IN INTEREST. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.

35. THIRD PARTY BENEFICIARIES. CCDC and CONSULTANT are the only Parties to this Agreement. The Parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

36. ANTI-BOYCOTT AGAINST ISRAEL. In accordance with Idaho Code Section 67-2346, effective July 1, 2021, CONSULTANT, by entering into this Agreement, hereby certifies that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control. This provision does not apply to the following agreements: 1.) Those with a total potential dollar value of less than \$100,000; or 2.) Those with any CONSULTANT having fewer than 10 employees.

37. CERTIFICATION REGARDING GOVERNMENT OF CHINA. In accordance with Idaho Code Section 67-2359, effective July 1, 2023, CONSULTANT, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.

38. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. In accordance with Idaho Code Section 67-2347A, effective July 1, 2024, CONSULTANT by entering into this Agreement, hereby certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the

manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. This section applies only to a contract that is between a public entity and a company with ten (10) or more fulltime employees and has a value of one hundred thousand dollars (\$100,000) or more that is to be paid wholly or partly from public funds of the public entity.

END OF AGREEMENT | Signatures appear on the following page.

SAMPLE

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Agreement with an effective date as of the last date written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT: [ADD NAME]

John Brunelle, Executive Director

Name, Title

Date: _____

Date: _____

EXHIBITS

A. Consultant's Proposal Dated XXXXXXXXXX