



CEDAR RIVER WATER & SEWER DISTRICT PROFESSIONAL SERVICES AGREEMENT

_____ On-Call Services

THIS AGREEMENT is made and entered into by and between the **CEDAR RIVER WATER & SEWER DISTRICT**, a Washington municipal corporation hereinafter referred to as "**DISTRICT**" and _____ hereinafter referred to as "**CONSULTANT**."

In consideration of the covenants and conditions of this Agreement, the parties hereby agree as follows:

1. SCOPE OF WORK. CONSULTANT shall provide services to DISTRICT as set forth in Exhibit A on an on-call basis pursuant to the terms of this Agreement.

Services that are estimated to cost \$5,000.00 or more shall be issued by the District by written task order as set forth in Exhibit E ("Task Order"). Services that are estimated to cost less than \$5,000.00 may be authorized verbally by District's General Manager or Operations Manager and confirmed by letter or email. The Task Orders should include the following information, which may be prepared in coordination with the CONSULTANT:

1. Task Order title (project name)
2. Technical approach to the task (if necessary)
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All of the above items may be brief but will be sufficiently detailed to understand the work being authorized and the amount it will cost. Task Orders may be issued as e-mail documents.

2. TERM. The CONSULTANT shall not begin any work under this Agreement until an authorized Task Order (or verbal authorization confirmed in writing) is issued by the DISTRICT. This Agreement shall expire on **date**, unless extended by a mutually executed amendment.

3. NON ASSURANCE OF WORK/COMPENSATION. This Agreement does not guarantee any amount of work for the CONSULTANT. All services will be determined by the DISTRICT on an as-needed, non-exclusive basis.

The CONSULTANT shall be paid by the DISTRICT for completed services rendered under each approved individual Task Order based on the rates set forth in Exhibit B and in an amount not to exceed the budget amount contained in the Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. The CONSULTANT will not undertake any work or otherwise financially obligate the DISTRICT

in excess of said not-to-exceed amount without a duly executed Amendment issued by the DISTRICT.

Any modifications to the fee schedule (Exhibit B) must be submitted to the DISTRICT by the CONSULTANT by December 1st of the current year or the fee schedule will remain unchanged for the following year.

The CONSULTANT shall be paid by the DISTRICT for direct non-labor costs, per attached Exhibit C, at the actual cost to the CONSULTANT. An additional mark-up of ten percent (10%) will be allowed to cover overhead and administrative costs. These charges may include but are not limited to the following items: outside reproduction fees, courier fees, subconsultant fees, and materials and supplies. The billing for non-labor costs, directly identifiable with the project, shall be submitted as an itemized listing of charges supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the DISTRICT upon request. All charges must be reasonable and necessary for the services provided under the Agreement.

In the event services are required beyond those specified in the Scope of Work and not included in the compensation listed in this Agreement, a written contract modification shall be negotiated and approved by the DISTRICT prior to any effort being expended on such services.

The CONSULTANT shall submit itemized invoices to the DISTRICT prior to payment in accordance with Exhibit F.

4. SUB-CONSULTANTS. The CONSULTANT shall not subcontract with sub-consultants for the performance of any work under this AGREEMENT without prior written permission of the DISTRICT. No permission for sub-consulting shall create, between the DISTRICT and sub-consultant, any contract or any other relationship.

5. RESPONSIBILITY OF CONSULTANT. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all studies, analysis, designs, drawings, specifications, reports and other services performed by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its plans, designs, drawings, specifications, reports and other services required. The CONSULTANT shall perform its services to conform to generally accepted professional standards practiced by members of the same profession currently practicing under similar circumstances and the requirements of the DISTRICT.

6. CYBERSECURITY AND SCADA SYSTEM ACCESS. The CONSULTANT shall comply with DISTRICT computer use and electronic systems security requirements applicable to DISTRICT employees while accessing and using DISTRICT computer and electronic systems. The CONSULTANT shall use only DISTRICT-approved methods and credentials when accessing and using DISTRICT SCADA, telemetry, control systems, networks, or other information technology systems. The CONSULTANT shall maintain the confidentiality and security of all such system information, credentials, configurations, and access information and shall not share credentials or permit unauthorized access. Remote access shall be limited to CONSULTANT personnel and only for the duration necessary to perform the authorized work. The CONSULTANT shall promptly notify the DISTRICT of any suspected or actual cybersecurity incident, unauthorized access, compromise of

credentials, malware, or other similar event affecting or potentially affecting DISTRICT systems or confidential information. Upon completion or termination of services, the CONSULTANT shall return or securely destroy DISTRICT confidential information as directed by the DISTRICT and shall promptly discontinue all access to DISTRICT computer and electronic systems and facilities. The CONSULTANT shall be responsible for ensuring that its personnel and DISTRICT approved sub-consultants comply with the requirements of this section.

7. INDEMNIFICATION/HOLD HARMLESS. The CONSULTANT agrees to indemnify, defend and hold harmless the DISTRICT, its elected officials, officers, employees and agents against any damages, losses, expenses, judgments, or liabilities, including but not limited to reasonable attorney's fees and costs (collectively referred to as "Damages"), caused directly or indirectly by CONSULTANT'S acts, errors or omissions arising out of this Agreement, provided, that CONSULTANT shall not be responsible for the negligence of the DISTRICT. For the purposes of this indemnification, CONSULTANT specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, CONSULTANT'S obligation to defend, indemnify and hold harmless the DISTRICT, its elected officials, officers, employees, agents and volunteers shall be limited to the extent of the CONSULTANT'S negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INDEPENDENT CONTRACTOR/ASSIGNMENT. The parties agree and understand that the CONSULTANT is an independent contractor and not the agent or employee of the DISTRICT and that no liability shall attach to the DISTRICT by reason of entering into this Agreement except as otherwise provided herein. The parties agree that this Agreement may not be assigned in whole or in part without the written consent of the DISTRICT. The CONSULTANT shall have no authority to speak for the DISTRICT unless provided in a Task Order nor bind the DISTRICT to any contract. The CONSULTANT shall abide by applicable laws in performing the services, pay taxes on its business to the State of Washington and applicable local governments, and pay L&I and unemployment insurance premiums on its personnel to the State.

9. INSURANCE. The CONSULTANT hereby agrees to maintain insurance policies in accordance with provisions in Exhibit D. The DISTRICT shall be named as additional insured for Commercial General Liability and Automobile Liability except Professional Liability or Workers' Compensation as provided in Exhibit D. CONSULTANT waives subrogation against DISTRICT as to Commercial General Liability policies. CONSULTANT shall provide DISTRICT with certificates of insurance showing compliance with requirements prior to commencing work and at such other times as DISTRICT requests. The CONSULTANT will also declare the deductible(s) carried on the various policies at the time of submittal of their Certificate of Insurance.

10. RESOLUTION OF DISPUTES AND GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court located in Kent, King County, Washington,

unless the parties agree in writing to an alternative dispute resolution process. In the event of a legal action, attorney's fees, court costs, arbitration costs and other related expenses shall be paid to the prevailing party by the other party.

11. NONDISCRIMINATION. The CONSULTANT may not unlawfully discriminate in providing services or activities to which this Agreement applies on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, or where there is the presence of any sensory, mental or physical handicap.

12. OWNERSHIP OF RECORDS AND DOCUMENTS. The CONSULTANT agrees that any and all drawings, computer discs, documents, records, books, specifications, reports, estimates, summaries and such other information and materials as the CONSULTANT obtained from or delivered to DISTRICT as part of providing services under the terms of this Agreement by the CONSULTANT, shall belong to and shall remain the property of the DISTRICT and are a public record in accordance with Ch. 42.56 RCW subject to disclosure and copying unless a lawful exemption applies. DISTRICT shall have no obligation to assert a Public Records Act exemption on CONSULTANT'S behalf. To the extent that the materials are copyrighted or ownership is vested in CONSULTANT by law, CONSULTANT hereby grants to DISTRICT a perpetual, non-exclusive license to use, copy, retain and distribute such materials including on extensions or modifications and other projects of DISTRICT, provided that any re-use or adaptation of this information or material for other than the specific purpose intended, without written verification by the CONSULTANT, will be at the sole risk of the DISTRICT and without liability for the CONSULTANT. In addition, the CONSULTANT agrees to maintain reasonable books and records relating to its operation and concerning this Agreement for a period of three (3) years following the date that this Agreement is expired or otherwise terminated. The CONSULTANT further agrees that the DISTRICT may inspect and copy documents prepared, compiled or used by the CONSULTANT in performing services under this Agreement upon good cause at any reasonable time within the three (3) year period.

13. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party and based upon any cause or without cause. In the event of termination due to the fault of other(s) than the CONSULTANT, the CONSULTANT shall be paid by the DISTRICT for services performed to the date of termination.

Upon receipt of a termination notice under the above paragraph, the CONSULTANT shall (1) promptly discontinue all services affected as directed by the written notice, and (2) deliver to the DISTRICT all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the CONSULTANT may have accumulated, prepared or obtained in performing this Agreement, whether completed or in process.

14. GENERAL PROVISIONS.

- a. The DISTRICT and the CONSULTANT respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants to this Agreement. Waiver of any provisions shall not constitute future waiver or estoppel, and strict compliance may be required at any time.
- b. This Agreement represents the entire and integrated Agreement between the DISTRICT and the CONSULTANT and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may be amended only by written instrument signed by both the DISTRICT and the

CONSULTANT. All such amendments must be signed either by the General Manager of the DISTRICT or by resolution of the Board of Commissioners.

- c. If any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in force and effect.
- d. This Agreement shall be administered by **CONSULTANT REP NAME HERE** on behalf of the CONSULTANT, and by the General Manager of the DISTRICT, or designee, on behalf of the DISTRICT. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

Consultant Name:	Cedar River Water & Sewer District (CRWSD)
Agreement Manager:	Attn: Sean Bauer
Address 1	18421 SE Petrovitsky Rd
Address 2	Renton, WA 98058
Phone:	Phone: 425-255-6370
Fax:	Fax: 425-228-4880
email	sbauer@crwsd.com

- f. All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid. Any such delivery shall be deemed to have been duly given if mailed by certified mail, return receipt requested, and addressed to the address for the party set forth in 13e. or if to such other person designated by a party to receive such notice. It is provided, however, that mailing such notices or communications by certified mail, return receipt requested is an option, not a requirement, unless specifically demanded or otherwise agreed.

Any party may change his, her, or its address by giving notice in writing, stating his, her, or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

- g. Exhibits A through F inclusive attached hereto are incorporated by reference as if set forth in full herein.

Consultant Name Here

Cedar River Water & Sewer District

BY: _____

Signature

Sean Bauer, General Manager

Date: _____

Print Name

Title: _____

Date: _____

Federal Tax ID # _____

(Attach completed Form W-9 "Request for Taxpayer Identification Number and Certification")

EXHIBIT A

SCOPE OF WORK

ON-CALL SERVICES

The following Scope of Work describes _____ anticipated efforts and assistance, in general, associated with providing various on-call _____ services upon request to Cedar River Water & Sewer (District). The District will issue individual task orders to identify and define specific individual project/task needs; a sample task order is attached as Exhibit E.

General

The CONSULTANT agrees to furnish all labor, materials, equipment and supplies to perform the following services:

Authorization of Work

The DISTRICT will review and approve the CONSULTANT'S submittal for any work requested, or at the DISTRICT'S option, negotiate various elements of the work requested prior to authorizing the Task Order. The issuance of a Task Order shall be the equivalent of issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed schedule or cost, the CONSULTANT shall immediately notify the DISTRICT. Authorization of additional time or cost for approved work will be at the sole option of the DISTRICT and will be made in writing. New budgets for any new requests or extensions of previous work will be approved in writing by the DISTRICT prior to beginning new work. Work may begin when the Task Order is sent to the CONSULTANT by the DISTRICT, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation by the next Business Day with the information listed above included.

EXHIBIT B
FEE SCHEDULE

EXHIBIT C

DIRECT NON-LABOR REIMBURSABLE EXPENSES

- Outside Reproduction Fees
- Courier Fees
- Subconsultant Fees
- Materials and Supplies
- Mileage at \$0.70/mile or the current approved IRS rate (no mark-up permitted on mileage rate).

It is understood that all reimbursements are at cost. Any mark-up to cover Business & Occupancy taxes or other associated taxes or fees that the CONSULTANT may incur will be negotiated and will not exceed 10%.

Subcontracts: The CONSULTANT, at the DISTRICT'S request shall enter into subcontracts with other consultants, such as appraisers and/or environmental consultants, etc. If approved, the DISTRICT shall reimburse the CONSULTANT for the actual cost of the subcontracts plus a markup, if warranted, to cover the CONSULTANT'S additional taxes or fees as described above, associated with the Subcontract.

EXHIBIT D

Insurance / Industrial Insurance Waiver General and Professional Services:

1. The Consultant shall not commence work under this Contract until the Project Manager for Cedar River Water & Sewer District has obtained all insurance required under this paragraph and such insurance has been approved by Cedar River Water & Sewer District.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation, to be maintained by the Consultant shall specifically include the District as an "Additional Insured" and shall not be reduced or canceled without Thirty (30) days written prior notice to the District. The Consultant's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute to it.
3. The Consultant shall maintain during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises / Operations, Products / Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Contracting Agency from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Consultant or by anyone directly employed by or contracting with the Contracting Agency.

Specific limits required:

General Aggregate	\$ 2,000,000
Products / Completed Operations	\$ 1,000,000
Personal Injury and Advertising injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

The commercial General Liability Policy will contain an endorsement naming the District as Additional Insured (CG2010) and an endorsement that specifically states the Consultant's General Liability shall be primary, and not contributory, with any other insurance maintained by the District.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

Each accident	\$ 1,000,000
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4. Commercial General Liabilities Insurance shall be endorsed to include a "cross liability", indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought."

5. The Consultant shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001) or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect the Contracting Agency from claims which may arise from this performance of this Contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Contracting Agency. Covered auto shall be designated as "Symbol 1" any auto.
6. All Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
7. The Consultant shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Consultant shall submit a copy of its certificate of coverage to the Department of Labor and Industries prior to the commencement of work.
8. Industrial Insurance Waiver – With respect to the performance of this Contract and as to claims against the District, its officers, agents and employees, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Consultant against the District. This waiver is mutually negotiated by the parties to this Agreement.
9. Professional Liability Insurance – Prior to the start of work, the Consultant will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$2,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims Made form coverage shall be maintained by the Consultant for a minimum of three (3) years following the termination of this Contract and the Consultant shall annually provide the District with proof of renewal.
10. Sub-consultants: Sub- consultants shall include all sub- consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub- consultant. All coverages for sub- consultants shall be subject to all of the requirements stated herein.
11. The Consultant shall declare the deductible(s) on their policies at the time of submittal of the Certificate of Insurance.

Consultant _____

Date: _____

EXHIBIT E

On-Call Agreement for Professional _____ Services

TASK ORDER

This Task Order pertains to the On-Call Agreement by and between Cedar River Water & Sewer District ("DISTRICT"), and _____ ("CONSULTANT"), dated On-Call Contract Execution Date ("the Agreement"). Task Order ## is generally described as:

1. Sub-task 1.
2. Sub-task 2.
3. Sub-task 3, etc.

Consultant shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

PROJECT NAME:

Budget (Not to Exceed Amount unless modified in writing by DISTRICT): \$

Scope: See attached.

This Task Order is executed this _____ day of _____, YEAR.

CEDAR RIVER WATER & SEWER DISTRICT

Recommended: _____ Date: _____
Name Title

CONSULTANT NAME HERE

Approved: _____ Date: _____
Name Title

CEDAR RIVER WATER & SEWER DISTRICT

Approved: _____ Date: _____
Sean Bauer, General Manager

EXHIBIT F

CONSULTANT INVOICES

CONSULTANT invoices should contain the following information:

- On CONSULTANT letterhead.
- A cover letter stating the status of each task. This should include items completed, percent completed during the billing period and completion along with funding status.
- Internal invoice number and/or sequential numeric number (i.e.: progress payment # 10).
- Invoice date.
- Period of time invoice covers.
- Project number(s) listed (i.e.: MR-6).
- DISTRICT'S project manager listed.
- The hour(s) per person broken down by task(s) (attach timesheets, spreadsheet detailing timesheets, or some other form of proof) along with type of work done (i.e.: design, right-of-way, or construction) or task order number.
- Hourly costs per person (per Exhibit B)
- Direct non-salary (i.e.: mileage, reproduction fees (i.e.: printing, copying), communication fees (i.e.: telephone), supplies, computer charges, sub consultants), indirect non-salary (overhead). These costs are to be broken down and backup information is to be attached to invoice. Project managers are to inform CONSULTANT as to what is required for break down information and if backup information is to be attached. Break out the same for subconsultant charges.
- Previous and remaining base contract amounts left in each task and total contract – total authorized amount (bottom line figure). Add amendments to this base contract amount for total authorized amount.
- Percentage of work completed to date compared to total amount of work (if required by the project manager).
- Invoices for previous year are due by January 15th.