



CASCADE WATER ALLIANCE
Request for Qualifications (RFQ)
For
On-Call Electrical Engineering Services

Issue Date: November 9, 2021

Contact Person for Questions		
Questions should be directed only to: Henry Chen Director of Engineering and Capital Projects	Telephone number: (425) 283-0367	
	Email address: hchen@cascadewater.org	
Deadline for Submission of Questions		
Questions must be submitted to the individual named above no later than: 11/16/2021 at 2 PM		
Deadline for Cascade's Response to Questions Asked		
Cascade will issue an Addendum to respond to any questions asked no later than: 11/18/2021 at 2 PM		
Place and Deadline for Submission of Qualifications		
Submit Qualifications to: Cascade Water Alliance 520 112 th Ave. NE, Suite 400, Bellevue, WA 98004 Attn: Henry Chen	Date: 11/23/2021	Time: 2 PM (Pacific Time)



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I. ANNOUNCEMENT OF REQUEST FOR QUALIFICATION

Cascade Water Alliance (“Cascade”) is soliciting Statements of Qualification (“SOQ”) for on-call electrical engineering services for the White River Project and other properties owned by Cascade Water Alliance. Proposers must demonstrate experience and satisfactory performance with engagements of similar scope by key personnel assigned.

This Request for Qualification (“RFQ”) process is being performed to assure that Cascade obtains the services of a qualified engineering firm in the most effective and efficient manner.

The availability of this RFQ was advertised on November 9, 2021 in the *Tacoma News Tribune* and on November 9, 2021 in the *Daily Journal of Commerce*. The RFQ and any related documents are also available at Cascade’s website, www.cascadewater.org.

A. Description of Cascade Water Alliance

Cascade is a municipal corporation organized under the authority of the Joint Municipal Utilities Services Act, chapter 39.106 of the Revised Code of Washington to provide wholesale water supply to meet the current and future water supply needs of its Members.

- **Members:** Members include the following:
 - City of Bellevue
 - City of Issaquah
 - City of Kirkland
 - City of Redmond
 - City of Tukwila
 - Sammamish Plateau Water and Sewer District
 - Skyway Water and Sewer District
- **Governance:** Cascade is governed by a Board of Directors represented by each of its Members. All Board Members are elected officials of their respective Member organization. Day-to-day management is provided by Cascade’s Chief Executive Officer.
- **Water Supplies and Facilities:** Cascade currently utilizes a combination of local groundwater supplies owned and operated by its Members and regional water supplies. Cascade operates and maintains certain infrastructure on behalf of its Members (e.g. the Bellevue Issaquah Pipeline). In addition, Cascade has wholesale water contracts with the City of Seattle and the City of Tacoma, as well as ownership of the White River/Lake Tapps Reservoir Project purchased from Puget Sound Energy in 2009 (“Project”). The Project, constructed in 1911,



consists of facilities once utilized in hydro-power generation via water diverted from the White River near the town of Buckley, Washington. The Project is comprised of the Lake Tapps Reservoir, as well as numerous dikes, inlets, fish screens, a diversion dam and approximately 7.5 miles of pipes, flume and canal.

B. Background

Cascade relies on the services of consultants to supplement its limited staff. There are a variety of miscellaneous electrical engineering/SCADA services that Cascade requires on an ongoing basis, often with quick turn-around times. This RFQ is for the purpose of selecting a firm to provide On-Call Electrical Engineering Services. Cascade and the selected firm will sign an on-call contract with a general scope of work, a contract maximum, and an agreed upon schedule of hourly rates to be paid on a time spent basis plus reimbursement for direct non-salary expenses, that would be used for negotiating Task Orders as specific assignments arise. Cascade makes no guarantees as to the amount of work that may be performed under the contract to be executed based on this RFQ.

C. Scope of Work

Cascade intends to select one firm based on this RFQ process to perform a variety of on-call electrical engineering tasks at Cascade's White River Lake Tapps Reservoir facilities and at other locations as needed, as may be assigned by Cascade, including, but not limited to, the following:

1. Support development and maintenance of an organized electrical asset register and all supporting documentations including asset function, as-built, O&M manual and service life expectancy.
2. Ensure electrical asset acquisition and maintenance strategy is in alignment with current and future operating context and capital plan.
3. Lead, coordinate, or participate as a team member on a team of engineers, technicians and operators providing field and office support on instrumentation, hardware, and software related to water conveyance operations, specifically Wonderware HMI, Harris RTU's, Modicon PLC's, Modbus communications, fiber optic networks, ultrasonic level and flow instruments, hydraulic power units, and water flow control.
4. Electrical permit acquisition and inspection compliance.
5. Support Cascade in the development of SCADA/communications/security long range planning, which may include work with other consultants and Cascade's contract operator.
6. Capital projects support related to electrical engineering components which may include: plan reviews, technical advice during design, oversight during construction, etc.

7. Assist with developing scopes of work for consultants and contractors. Provide final design plans, specification, and bid documents stamped by a professional engineer currently registered in the State of Washington. Provide construction and commissioning support.
8. Electrical parts/software procurement support.
9. Other work as may be assigned.

The successful firm will work primarily under the management of Cascade’s Capital Projects Director and Operations Manager.

II. SUBMITTAL AND EVALUATION PROCESS

Each Proposer’s SOQ must be organized by discrete sections corresponding to the evaluation criteria and in the order listed below, and must include an index to assist Cascade in reviewing all SOQs received. Proposers are further advised that lengthy or wordy submissions are not necessary (20 page maximum plus cover letter). Nevertheless, SOQs that do not respond completely or sufficiently to the evaluation criteria in this RFQ may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the SOQ not scoring high enough to be considered further.

A. *Submittal Requirements and Evaluation Criteria*

The SOQ must include and will be reviewed and scored by Cascade based on the following weighted evaluation criteria.

Evaluation Criteria	Maximum Points
1) <u>Cover Letter</u> : Please submit a cover letter of not more than two pages that summarizes your experience in providing the services described in this RFQ, addressing, at a minimum, the following: <ol style="list-style-type: none"> a) A high level summary of your firm’s relevant qualifications. b) The size of your firm and discuss your firm’s capability to manage projects as anticipated by this RFQ. c) Your firm’s historical workload and how this would impact your ability to perform work as contemplated by this RFQ. d) The name and contact information of the individual in your firm that Cascade should contact regarding questions about your SOQ. The contact information should include the following: name of individual, title (Mr., Ms., etc.), firm name, address (city, state, zip code), telephone number, e-mail address. e) Acknowledgement that you have received any addenda issued to the RFQ, as posted on Cascade’s website. 	5



2) <u>Background of the Firm:</u> Provide a brief description and history of your firm (the number of years it has been in business, areas of specialization(s), number of employees, location of offices, and other applicable services offered). Discuss your firm's financial and organizational stability.	5
3) <u>Relevant Experience of the Firm:</u> Demonstrated expertise and experience of the firm in successfully completing similar projects as described in this RFQ, preferably in western Washington State, including your experience, if any, with Cascade's White River Lake Tapps Project.	30
4) <u>Staff Experience and Availability:</u> A description of the staff proposed for performing any work as outlined in this RFQ that may be assigned, that demonstrates relevant experience from other projects. Include a copy of the resume of the firm's primary contact person for Cascade activities and the resume for any other key personnel who will be assigned to perform work for Cascade. Describe their relevant background, experience, qualifications, and availability (including their ability to respond on an emergency basis).	50
5) <u>Permit Support/Regulatory Agency Experience:</u> Demonstrated experience working with various regulatory agencies such as the Washington State Department of Labor and Industries, and local agencies to obtain permits, negotiate mitigation, and review/approve of technical documents.	10
6) <u>Standard Contract Language:</u> Cascade intends to utilize its standard Consultant Agreement for this project. The Agreement is included as an attachment to this RFQ. Each firm must affirm in its SOQ that the terms and conditions of this Agreement are acceptable, or if the firm takes exception to any of the proposed language in the Agreement, the firm must specifically describe the reasons for the exceptions and propose in its SOQ alternative language for review and consideration by Cascade.	0
7) <u>References:</u> Provide three (3) references of clients who are familiar with the work of the firm, and for whom work was performed that closely resembles the work described in this RFQ. Cited references should include project name, reference name, title, project role, and current contact telephone number. Cascade reserves the right to conduct reference checks as part of evaluating SOQs as well as in	0



<p>evaluating the suitability of the firm for a particular work assignment. In the event that information obtained from the reference checks reveals concerns about the firm’s past performance or their ability to successfully perform work required by Cascade, Cascade may, at its sole discretion, not select a firm. In conducting reference checks, Cascade may include itself as a reference if the firm has performed work for Cascade, even if the firm did not identify Cascade as a reference. Likewise, Cascade reserves the right to check references for the firm from other clients, even if they were not identified by the firm as references in the SOQ submitted.</p>	
Total Points	100

B. *Format Requirements*

- Statements of Qualifications and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the firm and should be marked with the name of this RFQ as indicated on page 1 of the RFQ.
- The bound SOQs should be in an 8 1/2” by 11” format, using a minimum 12 point type size.
- Cascade strongly encourages the use of recycled and recyclable materials in the submission of SOQs.
- Firms are encouraged to “double side” the printing of their SOQs; however, for the purposes of any page limitations of the SOQ outlined in the RFQ, one side of a printed page is considered one page. Cascade will not review or evaluate pages in an SOQ that are in excess of any RFQ page number limitation for a specific section of the SOQ.

C. *Evaluation Process*

Cascade will select, if at all, one Proposer whose qualifications, in the sole judgment of Cascade: best meets the requirements set forth in this RFQ; is the most advantageous to Cascade based on the evaluation criteria set forth herein; and is in the best interest of Cascade. The SOQs will be reviewed by an evaluation committee and the highest rated firms may be invited to an interview. The selected firm will be invited to enter into negotiations with Cascade. If Cascade and the selected firm cannot agree on terms that are fair and reasonable, Cascade may terminate negotiations and enter into negotiations with the next highest rated firm.

Grounds for rejecting SOQs as non-responsive include late submittals, missing information or addenda, qualifications that do not meet the minimum requirements or do not address all areas identified by Cascade.



III. GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

By submitting a response to this RFQ, the Proposer certifies that the SOQ and any additional materials are genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Proposer has not induced or solicited others to submit a sham SOQ, or to refrain from submitting an SOQ.

A. **Time and Place for Submittal**

The SOQ may be submitted electronically to hchen@cascadewater.org. Alternatively, one (1) original and three (3) bound copies, as well as one (1) electronic copy (CD or USB), of the SOQ may be submitted to Cascade Water Alliance, 520 112th Ave. NE, Suite 400, Bellevue, WA 98004, Attn: Henry Chen. Cascade's offices are currently open Monday through Friday from 10:00AM to 2:00PM.

Firms are responsible for ensuring Cascade receives the SOQ by the deadline stated on page 1 of the RFQ. Submittals received after the deadline will not be accepted. Cascade will not be liable for delays in delivery of SOQs due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service. No oral, fax, or telephonic SOQs will be accepted.

B. **Anticipated Schedule (Dates subject to change by Cascade)**

Date	Description
See page 1 of RFQ	Issue Date of RFQ
See page 1 of RFQ	Deadline for Submission of Questions
See page 1 of RFQ	Deadline for Cascade's Response to Questions Asked
See page 1 of RFQ	Statement of Qualifications Submittal Date (Due Date)
11/30/21 – 12/3/21	Dates of possible interviews
11/17/21	Recommendation to Cascade's Board for Award
No later than 12/31/21	Cascade's and Successful Firm's Execution of Contract
01/01/22	Commencement of Services Under the Contract

C. **Contact with Cascade**

All questions or requests for clarification must be made only to the Designated Cascade Contact Person identified on page 1 of this RFQ, and must be submitted no later than the deadline listed on page 1 of this RFQ. Other than the Designated Cascade Contact Person, Proposers shall not directly or indirectly contact any Cascade Board Member or employee of Cascade in connection with this RFQ, the selection process, or the contract contemplated herein. Contact with anyone at Cascade other than the Designated Cascade Contact Person may result in the firm being disqualified from further consideration.



D. Addenda

Cascade will issue addenda to this RFQ to respond to any questions received by Cascade and/or to modify the terms of the RFQ. All addenda will be posted on Cascade's website at www.cascadewater.org. It is the responsibility of the Proposers to check the website for any addenda to this RFQ before submitting their SOQ.

E. Cost of Preparation

Cascade will not reimburse Proposers for any costs involved in the preparation and submittal of a response to this RFQ.

F. Contract

The successful Proposer will be asked to provide Cascade with a schedule of hourly rates on a time spent basis plus reimbursement for direct non-salary expenses, such as reproduction expenses, out of town travel costs, long distance telephone costs and outside consultants. The schedule of hourly rates and expenses, if acceptable to Cascade, will be incorporated into a contract between the successful Proposer and Cascade. The contract will be subject to a "not to exceed" amount acceptable to both parties. **The schedule of hourly rates and expenses should not be included in Proposer's submittal.**

Cascade's estimated budget for the work in the first year of this contract (1/1/22 to 12/31/22) is \$100,000.

The contract shall be for a term of one (1) year. Cascade shall have the option to renew or extend the contract term for two (2) additional one-year periods at its sole discretion.

Cascade intends to utilize its standard Consultant Agreement for this project. The Agreement is included as an attachment to this RFQ. Cascade Board action may be required to authorize the Chief Executive Officer to execute the contract. Cascade reserves the option, based on any dissatisfaction with the successful Proposer's performance, to solicit qualifications from other firms.

G. Insurance

Prior to execution of a Contract for services under this RFQ, the successful firm will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in Cascade's standard Consultant Contract and referenced on Cascade's website as applying to this RFQ, unless this RFQ includes different insurance requirements.



H. ***Rights Reserved by Cascade***

This RFQ does not obligate Cascade to accept or contract for any expressed or implied services. Cascade reserves the following rights:

1. To waive as an informality any irregularities in SOQs and/or to reject any or all SOQs.
2. To extend the date for submittal of responses and to change or modify the RFQ schedule at any time.
3. To request additional information and data from any or all firms.
4. To supplement, amend, or otherwise modify the RFQ through addenda issued.
5. To cancel this RFQ with or without the substitution of another RFQ.
6. To reissue the RFQ.
7. To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the SOQs.
8. To reject any SOQ in the event that Cascade's analysis of the firm's financial status and capacity indicates, in Cascade's judgment, that the firm is not able to successfully perform the work.
9. To cancel the RFQ process in the event only one SOQ is received by the deadline.
10. To establish a revised deadline for submission of SOQs in the event only one SOQ is received by the deadline.

I. ***Public Disclosure***

1. Property of Cascade: Statements of Qualifications submitted to Cascade shall become the property of Cascade and shall not be returned to the firm.
2. Statements of Qualifications are Public Records: Pursuant to Chapter 42.56 RCW, SOQs submitted under this RFQ shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, SOQs shall be considered public documents and available for review and copying by the public after an award of contract is made by Cascade.
3. Public Records Exemption: Any proprietary information included in the SOQ that the firm wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as "Confidential" in the SOQ. In addition, the firm must provide the legal basis for the exemption to Cascade.
4. Statements of Qualifications Not Marked as Confidential: If an SOQ does not clearly identify the confidential portions, Cascade will not notify the firm that its SOQ will be made available for inspection and copying.



5. Process for Disclosing Information: If a request is made for disclosure of material or any portion marked “Confidential” by the firm, Cascade will notify the firm of the request and allow the firm ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the firm fails or neglects to take such action within said period, Cascade may release the portions of the SOQ deemed subject to disclosure.
6. Indemnification by Firm: To the extent that Cascade withholds from disclosure all or any portion of firm’s documents at firm’s request, firm shall agree to fully indemnify, defend and hold harmless Cascade from all damages, penalties, attorneys’ fees and costs Cascade incurs related to withholding information from public disclosure.
7. No Claim Against Cascade: By submitting an SOQ, the firm consents to the procedure outlined in this section and shall have no claim against Cascade because of actions taken under this procedure.

J. *Diversity*

Cascade is committed to providing the maximum practicable opportunity for participation by minority business enterprises, women business enterprises, and veteran owned businesses in its contracts through direct contracts with Cascade, or sub-consulting. However, no minimum level of participation by such firms will be required as a condition for entering into a contract.

K. *Basic Eligibility*

The successful firm must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful firm must not be debarred, suspended, or otherwise ineligible to contract with Cascade.

L. *Sub-Consultants*

The successful firm may not use sub-consultants on this engagement unless prior approval is received from Cascade.

M. *Other Contracts*

During the original term and all subsequent renewal terms of the contract resulting from this RFQ, Cascade expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFQ.



N. *Funding Availability*

By responding to this RFQ, the firm acknowledges that for any contract signed as a result of this RFQ, the authority to proceed with the work is contingent upon the availability of funding.

Attachments:

- Standard Consultant Agreement for Cascade Water Alliance

END OF RFQ INSTRUCTIONS



Cascade Water Alliance
Contract No. : _____
Title: _____

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is by and between Cascade Water Alliance, a Washington municipal corporation ("Cascade") and _____, a _____ corporation ("Consultant"), referred to collectively as the "Parties."

I. BASIC TERMS

A. Effective Date of the Agreement: _____

B. Project Title: _____

C. Consultant's Address: _____

Tel. _____

D. Consultant's Representative: _____
Tel. _____
Email: _____

E. Taxpayer Identification Number _____

F. Cascade's Address
Cascade Water Alliance
Attn: _____
520 112th Avenue NE, Suite 400
Bellevue, WA 98004
Tel. 425-453-0930

G. Cascade's Representative: _____
Tel. _____
Email: _____

II. TERM

The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in effect until all obligations, requirements or obligations of the Parties have been completed or satisfied unless this Agreement is terminated earlier in accordance with the terms of this Agreement.

III. SERVICES BY CONSULTANT

- A. Consultant agrees to perform and complete the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference (“Scope of Services”). Consultant shall furnish all services, equipment and materials necessary to perform the Scope of Services unless otherwise agreed to in writing. Except as expressly provided elsewhere in this Agreement, any and all modifications or revisions to Attachment A (including, but not necessarily limited to, additions, deletions and extensions) must be in writing and signed by both Parties.
- B. The standard of care applicable to Consultant’s Scope of Services will be the greater of (1) its obligations under this Agreement or (2) the degree of quality, skill and diligence normally employed by consultants performing the same or similar Scope of Services for the same or similar projects or facilities in the State of Washington. Consultant shall have sole and exclusive control over the means and methods of its Scope of Services and shall be solely responsible for planning, scheduling, coordinating, executing and completing the Scope of Services in accordance with its chosen means and methods.
- C. Consultant shall provide at Consultant's own expense, all personnel needed to perform any Scope of Services required under this Agreement. All such personnel shall be qualified and authorized under applicable law to perform their respective functions. Consultant shall ensure that none of Consultant's employees has any direct or indirect interest that would conflict in any manner with the performance of Consultant's Scope of Services under this Agreement.
- D. Consultant may not replace Consultant’s Representative listed in Article I above or Key Personnel listed in Attachment D without the prior written approval of Cascade.

IV. SERVICES BY SUBCONSULTANTS

Consultant may, with prior written authorization from Cascade, contract with one or more qualified subconsultants ("Subconsultant Agreement") to perform a portion of the Scope of Services; provided, however, that Consultant shall remain solely responsible to Cascade for all performance under this Agreement and, provided further, that Cascade shall have no responsibility for the review or supervision of the work of any subconsultant or for any payment to any subconsultant. All Subconsultant Agreements shall require the subconsultant to comply with the invoicing, insurance, suspension of work, audit, documentation, confidentiality and return of records obligations imposed on Consultant by this Agreement. No subconsultant shall be deemed to be a third party beneficiary of this Agreement or to have any other rights under this Agreement. Cascade hereby authorizes Consultant to use the subconsultants listed on Attachment E, which attachment is incorporated herein by reference.

V. COMPENSATION / DOCUMENTATION

- A. Consultant shall be paid for the performance of the Scope of Services at the rates and fee levels specified in Attachment B, Compensation, which attachment is incorporated herein by reference. Consultant's fees include all labor (inclusive of overtime), materials, profit, fee, taxes (other than WSST), mobilization, travel, overhead, administrative, and permit and regulatory costs required for or incurred in connection with the completion of these Scope of Services, but do not include Reimbursable Expenses, as provided in Section B below. Consultant's compensation for the Scope of Services shall not exceed the total compensation amount set forth on Attachment B without the prior written approval of Cascade.
- B. Consultant shall be entitled to reimbursement for "out of pocket" expenses actually incurred to the extent and as set forth on Attachment B ("Reimbursable Expenses"). Consultant's Reimbursable Expenses under this Agreement shall be reimbursed at face value only, with no surcharges or markups added.
- C. Compensation shall be payable in the following manner: On or before the 26th day of each month, Consultant shall submit a detailed monthly invoice for all Scope of Services provided describing in reasonable and understandable detail the Scope of Services completed during the previous month, the progress of the Scope of Services, and the requested payment in an amount proportionate to the Scope of Services completed. Cascade shall pay the invoice within thirty (30) days after approval of the invoice. Consultant shall provide written notice to Cascade that submission of invoices reach 80% of the total Compensation authorized under the Contract. The final invoice must be submitted within thirty (30) days of completion of all Work authorized under the Contract.
- D. Invoices shall itemize the time expended on Scope of Services on a daily basis for all personnel working on such Scope of Services and shall include a brief description of the tasks performed for each time entry, and each Reimbursable Expense.

All invoices shall be submitted to Cascade at 520 112th Avenue NE, Suite 400 Bellevue, WA 98004 or to cpaulucci@cascadewater.org.

- E. Consultant shall maintain records documenting all fees and all Reimbursable Expenses in excess of \$5.00, incurred either by Consultant or any subconsultant of Consultant (if allowed by Article IV of this Agreement) under in the performance of this Agreement. During regular business hours and upon reasonable notice, Cascade, or its designee, shall have the right to inspect and audit all records required to be maintained under this Agreement upon reasonable notice and subject to Consultant's reasonable security procedures.

VI. OWNERSHIP OF WORK PRODUCT

Any and all reports, data, studies, surveys, charts, maps, drawings, plans, specifications, analyses, engineering, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, are owned by Cascade and shall be forwarded to Cascade upon its request. If Cascade modifies any of such materials for projects or purposes other than those which fall within the scope of this Agreement or the Project to which it relates, without written concurrence by Consultant, Cascade releases Consultant from responsibility to the extent of loss, damage or cost incurred solely due to any such modification.

VII. GENERAL ADMINISTRATION AND MANAGEMENT

Cascade's Representative listed in Article I, Section F above shall be responsible for reviewing and approving Consultant's invoices to Cascade under this Agreement, and shall have primary responsibility for overseeing and approving the Scope of Services to be performed by Consultant, and coordinating all communications with Consultant from Cascade.

VIII. INFORMATION PROVIDED BY OTHERS

Cascade shall provide to Consultant in a timely manner information and records needed to perform the Scope of Services hereunder that are in Cascade's possession or control.

IX. NONDISCRIMINATION

Consultant shall, in all hiring or employment made possible or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, or other circumstances prohibited by federal, state or local law or ordinance, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

X. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless Cascade, its board of directors, members, officers, managers, employees, engineers, agents, and volunteers (collectively, as used herein, "Cascade") from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgment, attorneys' fees and costs, and other expenses of any kind (including any suits or claims made by or for the benefit of Consultant's employees or their survivors) on account of, relating to, or arising out of Consultant's negligent acts or omissions under this Agreement, except to the extent such injuries or damages are caused by the sole negligence of Cascade.

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. Consultant further agrees to require its consultants, subconsultants, and suppliers and their consultants, subconsultants, and suppliers to similarly indemnify and hold Consultant harmless and waive immunity under Title 51 solely for the purposes of this indemnification.

Pursuant to RCW 4.24.115, to the extent liability for Indemnified Claims (including defense obligations) were caused or result from the concurrent negligence of (a) the Indemnified Parties and (b) Consultant, the Consultant's agents or employees, the indemnity and defense obligations under this Agreement shall be limited to the extent of the Consultant's negligence.

Cascade agrees to indemnify, defend and save harmless Consultant and its officers, agents, representatives, and employees (collectively, as used herein, "Consultant") from and against all third party demands, claims, losses, liabilities, suits, judgment, attorneys' fees and costs for personal injury or property damage (collectively "Indemnified Losses") caused by Cascade's negligent acts or omissions under this Agreement, provided, however, that in no event does Cascade agree to indemnify, defend, or save harmless from any third party Indemnified Losses for personal injuries or property damage caused in whole or part by the acts or omissions of Consultant.

XI. CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Cascade be liable to Consultant or its officers, agents, representatives, employees and subconsultants for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation, or for any other economic, consequential, indirect, or special damages.

XII. LIABILITY INSURANCE COVERAGE/LIABILITY LIMITATION

Consultant will, at Consultant's sole expense, obtain and maintain insurance policies with the limits and meeting the requirements specified on Attachment C.

Consultant shall also cause all subconsultants (if allowed by Article IV of this Agreement) to carry such policies and with such limits as shown on Attachment C. Cascade shall be named as an additional insured to the extent indicated on Attachment C on all policies carried by Consultant and each subconsultant; and such additional insured endorsement shall not limit the completed operations coverage.

Consultant agrees to provide Cascade with certificates of insurance evidencing the required coverage before execution of any work or service under this Agreement. In the event Consultant fails to maintain insurance policies in compliance with this provision, Cascade may in its discretion either purchase such insurance coverage and charge the premium to Consultant or terminate this Agreement for breach.

XIII. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and regulations applicable to Consultant's work or service, inclusive of water safety/quality laws and regulations.

XIV. FUTURE SUPPORT

Cascade makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XV. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the Term of this Agreement an independent contractor, and this Agreement is not intended to form a partnership or joint venture between the Parties. Individuals employed by Consultant are not employees or agents of Cascade, nor are any of Consultant's subconsultants employees or agents of Cascade. Consultant agrees that it is solely responsible for the payment of taxes applicable to the Scope of Services performed under this Agreement and agrees to comply with all applicable federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Consultant as a result of its status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of the Scope of Services under this Agreement. Cascade shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to Consultant, or any employee or subconsultant of Consultant.

If subconsultants (if allowed by Article IV of this Agreement) are utilized, Consultant will require these terms in all Subconsultant Agreements.

XVI. SUSPENSION OF AGREEMENT

Cascade reserves the right to suspend this Agreement at any time, with or without cause, by giving ten (10) days prior written notice to Consultant. The time for completion of the remaining Scope of Services shall be extended by the number of days the Scope of Services are suspended by Cascade, unless both parties can mutually agree upon a new completion time. In the event the period of suspension exceeds ninety (90) days, the terms of this Agreement shall be subject to renegotiation; provided, however, that if such renegotiation of a mutually acceptable replacement contract has not occurred within one hundred eighty (180) days after suspension ("Renegotiation Period"), then either Party may terminate this Agreement upon ten (10) days prior written notice, provided further, that the failure to renegotiate this Agreement within the Renegotiation Period shall not be construed as a breach of this Agreement by either Party. Consultant shall be entitled to receive just and equitable compensation for any satisfactory Scope of Services completed prior to the date of suspension.

XVII. TERMINATION OF AGREEMENT

- A. Termination for Default. Either Party shall have the right, but not the obligation, to terminate this Agreement, (i) on ten (10) days written notice, in the event the other Party's service or performance materially fails to conform to the requirements of this Agreement.
- B. Termination for Convenience. Cascade may terminate this Agreement for convenience upon providing Consultant with seven (7) days written notice. Any right of convenience termination shall be in addition to, not in replacement of, any and all rights and remedies a Party may have for breach of the Agreement by the other Party.
- C. In the event of either default or convenience termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be provided to Cascade. Consultant shall be entitled to receive only such compensation as is allowed under this Agreement for any satisfactory Scope of Services completed prior to the date of termination and shall not be paid any costs, fees, markups or profit on the terminated part of the Agreement. In the event the Agreement terminates prior to completion of the Scope of Services, Cascade may require, in its sole discretion, Consultant to complete such analyses and records as may be necessary to place its files in order ("Wind Up Activities"). The additional time for Wind Up Activities shall not exceed ten percent (10%) of the total time expended on the completed portion of the Scope of Services prior to the effective date of such termination.

Consultant shall thereupon be compensated for the completed portion of the Scope of Services terminated on the basis of work actually performed prior to the effective date of termination, plus the work required for Wind Up Activities up to the limit specified above. Termination of the Agreement whether for default or convenience shall not negate or eliminate Consultant's obligations under Sections III, IV, VI, X, XII, XIII, XVIII and XXI of this Agreement all of which shall survive any such termination.

- D. Return of Records. On termination of this Agreement, Consultant will consult with Cascade's Representative about whether pertinent records should be returned. If requested, Consultant will deliver to Cascade all records, reports, data memoranda, notes, models or publications whether electronic or hard-copy, equipment and supplies of any nature, and receipts for any and all billing made to Cascade that are in possession or under control of Consultant, prepared or acquired in the course of the contract with Cascade. Further, Consultant agrees not to keep or withhold such information or data, or reproductions of such information or data that relate to the business activities of Cascade or to parties in a contract relationship with Cascade. Alternatively, if the return of records and equipment or supplies is not requested, Consultant agrees to retain these items for three (3) years after the completion of all work or Service under this Agreement.

If subconsultants (if allowed by Article IV of this Agreement) are utilized, Consultant will require these terms in all Subconsultant Agreements.

XVIII. GOOD FAITH NEGOTIATION / MEDIATION

As a condition precedent to filing suit on any dispute between the Parties arising under or relating to this Agreement, the Parties shall attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through good faith negotiation within thirty (30) days of the commencement of such negotiations, the Parties shall hire an independent, trained and mutually acceptable mediator to mediate the dispute. If the Parties cannot agree upon a mediator within ten (10) days, either party may petition a judge of the Superior Court of King County to appoint such a mediator. The cost of the mediator will be shared equally by the Parties. The mediation shall be conducted in Bellevue, Washington or Seattle, Washington as determined by Cascade.

XIX. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns, except as otherwise set forth in Section XXII(G) of this Agreement.

XX. ADDITIONAL WORK

Cascade may desire to have Consultant perform work or render services in connection with the Project other than those Scope of Services provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement.

Authorized additional work will be compensated for in accordance with a written supplemental or new contract between Consultant and Cascade.

Cascade shall not be responsible to pay and Consultant shall not be entitled to receive compensation for any Additional Service unless such Additional Service is expressly approved by the Cascade prior to the rendering of such Service by the Consultant. The Consultant is responsible to notify Cascade if Cascade asks for the performance of any service or work which Consultant believes is beyond the Scope of Services prior to the performance of such allegedly Additional Service. Failure to provide such notice and/or to obtain approval of Cascade for such Additional Service shall at Cascade's sole option be deemed a waiver of the Consultant's right to claim for payment for such Service.

XXI. CONFIDENTIALITY

Except as directed by Cascade, Consultant shall not release or publish any information, reports or documents relating to Scope of Services performed under this Agreement without the express written consent of Cascade.

Consultant has a special duty to Cascade to maintain confidentiality of documents, information and records that are unknown to the general public and are provided by Cascade, come to Consultant's attention, or under Consultant's control. Consultant shall refer to Cascade any and all requests for information from persons other than employees of Consultant, Cascade or employees of Cascade.

Consultant shall not, for compensation or otherwise, provide information, testimony, assistance, advice or in any way assist any person regarding any matter relating to Cascade in any situation, position, or circumstance adverse to Cascade unless under order of a court of competent jurisdiction or pursuant to lawful subpoena. Consultant shall provide Cascade with notice sufficient in time and content for Cascade to challenge any such order or subpoena.

XXII. GENERAL CONDITIONS

A. Entire Agreement. This Agreement and its Attachments constitute the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

- B. Severability.** Should any part of this Agreement be found void or unenforceable, the balance of this Agreement shall remain in full force and effect.
- C. Modification.** This Agreement may only be modified by written instrument signed by both Parties.
- D. Written Notice.** All communications regarding this Agreement shall be sent to the Parties at the addresses listed in Article I above by registered or first class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- E. Non-Waiver.** Any failure by Cascade to enforce strict performance of any provision of the Agreement will not constitute a waiver of Cascade's right to subsequently enforce such provision or any other provision of the Agreement.
- F. Governing Law and Venue.** This Agreement will be governed by the laws of Washington and its choice of law rules. Any judicial action to resolve disputes arising out of this Agreement shall be brought in King County Superior Court.
- G. Assignment.** Consultant shall not assign, transfer, convey, pledge or otherwise dispose of this Agreement or any part of this Agreement without the prior written consent of Cascade. Any assignment of this Agreement by Consultant without the prior written consent of Cascade shall be void.
- H. Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result from acts of God, acts of civil and military authority, acts of public enemy, war, or any like cause beyond the Parties' reasonable control.
- I. Survival.** If this Agreement is terminated or suspended, Consultant's and Cascade's rights and obligations under Articles III, IV, VI, X, XI, XII, XVIII, XXI, and XXII of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below:

CASCADE:

CONSULTANT:

CASCADE WATER ALLIANCE, a
Washington municipal corporation

_____, a
_____ corporation

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

SAMPLE

ATTACHMENT A
SCOPE OF SERVICES

SAMPLE

ATTACHMENT B
COMPENSATION

Cascade will pay Consultant for such Scope of Services:

Hourly Rate: \$ _____ per hour, but not to exceed \$ _____ .

Fixed Sum: A total of \$ _____; to be paid per invoice schedule.

Reimbursable Expenses and Other: \$ _____ , for all services performed, and expenses incurred under this Agreement

Total contract compensation may not exceed \$ _____ without prior written authorization by Cascade.

ATTACHMENT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Contract insurance as described below.

I. Required Minimum Scope of Insurance

Coverage shall include:

- A. Commercial General Liability: Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) to be maintained for so long as any work or Service is performed by Consultant, plus an additional three (3) years from completion of such work or Service.
- B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of Washington.
- D. Employers' Liability coverage or Stop Gap Liability coverage.
- E. Professional Liability insurance (errors and omissions) on a claims-made basis to be maintained retroactive from inception of any work or service under this Agreement through completion of any such work or Service, plus an unlimited extended reporting period ("tail policy"). If an unlimited tail policy is not available, compliance with Section VI is required .
- F. Pollution Liability: Consultant/Contractors' Pollution Liability and/or Asbestos Liability at Cascade's option if requested
- G. IT/Technology Professional Liability Coverage: at Cascade's option if requested.

II. Required Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|---|---|
| A. <u>Commercial General Liability</u> : (Including operations, products and completed operations.) | \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| B. <u>Automobile Liability</u> : | \$1,000,000 per accident for bodily injury and property damage. |
| C. <u>Workers' Compensation</u> | As may be required by the State of Washington. |
| D. <u>Employers' Liability</u> : | \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| E. <u>Professional Liability</u> | At Cascade's option, \$2,000,000 per claim for professional services. |
| F. <u>Consultant/Contractors Pollution - Asbestos Liability</u> | At Cascade's option, \$2,000,000 each occurrence - \$4,000,000 policy aggregate, including errors and omissions. |
| G. <u>IT/Technology Professional Liability Coverage</u> | At Cascade's option, \$1,000,000 per claim. |

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions (1) shall be the sole financial responsibility of Contractor and (2) must be declared and are subject to approval by Cascade. At the option of Cascade, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Cascade, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to Cascade guaranteeing payment of losses and related investigations, claim administration and defense expenses.

IV. Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. Cascade, its officers, officials, employees, and volunteers are to be covered as additional insureds (1) with respect to liability arising out of automobiles and boats owned, leased, hired or borrowed by or on behalf of the Consultant and (b) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including

materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects Cascade, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Cascade, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after forty-five (45) days prior written notice has been provided to Cascade.

V. Pollution Liability Insurance

The Consultants/Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. The definition of Pollution shall include microbial matter, including mold.

VI. Claims Made

If General Liability, Consultant/Contractors' Pollution Liability and/or Asbestos Pollution Liability and/or Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least six (6) years after completion of contract work or substantial completion of construction, whichever is later.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase extended reporting period coverage for a minimum of six (6) years after completion of contract work or substantial completion of construction, whichever is later.
4. A copy of the claims reporting requirements must be submitted to Cascade for review.

VII. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to Cascade. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VIII. Verification of Coverage

Consultant shall furnish Cascade with endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by Cascade, unless the insurance company will not use Cascade's form. All endorsements are to be received and approved by Cascade before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to Cascade's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

IX. Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

X. Subconsultants

Consultant shall require and verify that all subconsultants (if allowed by Article IV of this Agreement) maintain insurance meeting all the requirements stated herein, unless Cascade at its option waives such requirements.

ATTACHMENT D

KEY PERSONNEL

NAME

TITLE

1.

SAMPLE

ATTACHMENT E

APPROVED SUBCONSULTANTS

[LIST FIRM NAME AND CONTACT INFORMATION]

SAMPLE