



Generation from Irrigation

Columbia Basin Hydropower

107 D Street NW
Ephrata, WA 98823

www.cbhydropower.org

CONSULTANT ROSTER – ENGINEERING / ARCHITECTURAL SERVICES

Columbia Basin Hydropower (CBHP), Ephrata, Washington, is establishing a consultant roster for engineering and architectural services in accordance with Chapter 39.80 RCW.

CBHP upcoming projects that may utilize the consulting roster, include but are not limited to:

- NERC Model Validation Testing
- PRC-027 Short-Circuit Coordination Review
- Plant protection panel design
- Plant PLC control and communication upgrades
- Surveying
- Turbine/Generator Upgrades
- Civil/Structural projects regarding powerhouse and related structures
- General Hydropower Engineering
- Drafting
- Safety

Interested businesses may apply at any time by submitting the following.

Requirements

Qualifying firms must have personnel who have knowledge and experience in hydroelectric powerplant operations, maintenance, plant controls, protection systems, and NERC standard requirements. Experience with NERC testing is specifically required, as applicable. A list of clients for which the Consultant has completed similar work shall be included in the qualification document. Your proposal should include:

- Past Projects
- Applicable Licenses and certifications
- Proposed fee structure (lump sum or time and materials)
- Team qualifications and relevant experience
- Assumptions or information required from CBHP

Compensation for services will be based on negotiated rates and limited to actual labor and reimbursable expenses incurred under the executed contract.

Attachment A (CBHP Standard Professional Services Contract) will be provided during the contracting phase and will be finalized upon selection. Firms are advised to carefully review insurance and indemnification provisions.

Qualification documents shall be submitted to: info@cbhydropower.org.

Questions or requests for additional information may also be directed to: info@cbhydropower.org.

More information regarding Columbia Basin Hydropower is available at: www.cbhydropower.org.

CBHP appreciates your interest and look forward to your participation.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made between the Columbia Basin Hydropower (hereinafter “CBHP”), and [REDACTED], a [REDACTED] [REDACTED] (hereinafter “Consultant”), collectively referred to herein as the “Parties.”

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. DESCRIPTION OF SERVICES. CBHP does hereby engage the Consultant and the Consultant agrees to furnish the [description of type of services] services as requested by CBHP in connection with CBHP’s needs, including but not limited to [description of example services]. These services shall be undertaken upon request by CBHP to the Consultant, then only for the services so requested. The Consultant shall furnish a Task Order including a scope of work and costs for each service requested, which shall become a numbered exhibit to this Agreement upon execution by both Parties. A sample Task Order is attached to this Agreement as Exhibit A and incorporated herein.

1.1 CBHP has relied upon the representations of the Consultant that it meets the qualifications set forth in the Statement of Qualifications in entering into this Agreement. By execution of this agreement, Consultant represents that it possesses the ability, skill, and resources necessary to perform the Services and is familiar with all current laws, rules, and regulations which reasonably relate to the Services.

1.2 Consultant shall be responsible for the technical accuracy of services and prepared documents. CBHP shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CBHP furnished information.

1.3 Consultant shall perform the Services under this Agreement in accordance with generally accepted professional practices in effect at the time those services are performed.

2. CHANGES TO THE SERVICES. CBHP may modify the services set forth in a Task Order whenever necessary or advisable. Consultant shall accept modifications when ordered in writing by CBHP. Compensation for such modifications or changes shall be as mutually agreed between the Parties.

3. COMPENSATION. CBHP shall compensate Consultant for the Services in the amount set forth in the Task Orders and in accordance with the terms and conditions of this Agreement.

3.1 The Consultant shall submit monthly invoices for services rendered pursuant to a Task Order and CBHP shall make payment of invoices within thirty (30) days of receipt.

3.2 Consultant shall retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts shall be available for inspection by CBHP upon request.

3.3 If CBHP disputes any items in Consultant's invoice for any reason, including the lack of supporting documentation, CBHP may remove the disputed item, pay the remaining amount of the invoice, and shall promptly notify Consultant of the dispute and request clarification or correction. After any dispute has been settled, Consultant shall include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

4. TERM AND TERMINATION.

4.1 The term of this Agreement shall commence on the date it is executed by the Parties and shall, unless otherwise terminated as provided in this Agreement, expire upon completion of the services to be performed by Consultant.

4.2 This Agreement may be terminated by the mutual agreement of the Parties or by termination, with or without cause, by either Party by providing the other Party seven (7) days prior written notice.

4.3 After the expiration or termination of this Agreement, CBHP may take possession of all records and data within Consultant's possession pertaining to this project, which may be used by CBHP without restriction. If CBHP's use of Consultant's records or data is not related to the Task Order, it shall be without liability or legal exposure to Consultant.

5. INDEPENDENT CONTRACTOR. The Parties intend that an independent contractor-client relationship will be created by this Agreement. No employee, agent, representative or subcontractor of Consultant shall be or shall be deemed to be the employee, agent representative or subcontractor of CBHP. None of the benefits provided by CBHP to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from CBHP to the employees, agents, representatives or subcontractors of Consultant. On or before the effective date of this Agreement, Consultant shall file, maintain, or open all necessary records with the Internal Revenue Service and the State of Washington, as the same are required by RCW 51.08.195, in order to establish Consultant's status as an independent contractor.

6. EQUAL EMPLOYMENT AND NON-DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any subcontract, Consultant, its subcontractors, or any person acting on behalf of Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates and shall comply with the applicable provisions of federal and state equal employment opportunity laws.

7. INDEMNIFICATION.

7.1 Consultant shall defend, indemnify, and hold CBHP, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorney fees, arising out of or in connection with Consultant's performance of this Agreement, except for that portion of the injuries and damages caused by CBHP's negligence.

7.2 CBHP's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

7.3 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Consultant and CBHP, its officers, officials, employees, agents and volunteers, Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

7.4 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

7.5 The provisions of this section shall survive the expiration or termination of this Agreement.

8. **INSURANCE.** Consultant shall, during the term of this Agreement and for a period of one year after expiration or earlier termination of this Agreement, maintain in full force and effect at its own cost and expense the following insurance coverage which shall be placed with an insurance carrier authorized to do business in the State of Washington and rated A-VII or better by Best's Guide. Consultant insurance coverage shall be primary as to insurance or self-insurance programs afforded to or maintained by CBHP:

8.1 Worker's Compensation insurance in accordance with the statutory coverages required by the State of Washington Department of Labor and Industries.

8.2 Commercial General Liability insurance with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage.

8.3 Commercial Automobile Liability insurance on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.

8.4 Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000.00 aggregate.

Consultant shall provide proof of insurance required in certificates of insurance. Except for Workmen Compensation and Professional Liability Insurance, CBHP, its officials, officers, employees, and agents shall be designated as additional insureds and shall be given 30 days prior written notice of cancellation, non-renewal or material change in insurance coverage. A copy of the additional insured endorsements shall be included with the certificates of insurance. Insuring companies or entities are subject to CBHP acceptance.

9. EXCHANGE OF INFORMATION. CBHP will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Agreement.

10. OWNERSHIP, ACCESS, AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of CBHP and may be subject to public disclosure pursuant to Chapter 42.56 RCW or other applicable public records laws. All records submitted by CBHP to Consultant shall be safeguarded by Consultant. Consultant shall make such data, documents, and files available to CBHP upon CBHP's request. CBHP's use or reuse of any of the documents, data and files created by Consultant for a Task Order by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant. CBHP or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Consultant's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

11. CBHP'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of CBHP and shall be subject to CBHP's general right of inspection and supervision to secure satisfactory completion.

12. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. MISCELLANEOUS PROVISIONS.

13.1 Non-Waiver of Breach. The failure of CBHP to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

13.2 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 Adams County Superior Court, Adams County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. The prevailing party in any litigation or alternative dispute resolution process arising out of this Agreement shall be entitled to its attorney's fees and costs of litigation (including expert witness fees).

13.3 Written Notice. All communications regarding this Agreement shall be sent to the Parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, 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.

If to CBHP:

Alan Lackner
Secretary Manager
107 D Street NW
Ephrata, WA 98823

If to the Consultant:

13.4 Assignment. Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

13.5 Subcontracts. Except as otherwise provided herein, Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of CBHP.

13.6 Modification. This Agreement may be amended only by written instrument signed by both Parties.

13.7 Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of CBHP, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

13.8 Construction of Agreement. In the event of a dispute between the Parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any Party nor in favor of any Party.

13.9 Compliance with Laws. Consultant agrees to comply with all federal and state laws, rules and regulations and CBHP rules and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

13.10 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

13.11 Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement each by its proper officers to be effective the date it is executed by both Parties.

COLUMBIA BASIN HYDROPOWER

CONSULTANT NAME

Date: _____

Date: _____

EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between Columbia Basin Hydropower, (“CBHP”), and _____ (“Consultant”), dated _____, 20____, (“the Agreement”). 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:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT ON THE PROJECT:

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO CONSULTANT:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

COLUMBIA BASIN HYDROPOWER

CONSULTANT NAME

By:
Title:

By:
Title: