

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**[NAME OF CONSULTANT]**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (“Agreement”) is made by and between the between the Public Utility District No. 1 of Stevens County, a municipal corporation of the State of Washington (“PUD”) and \_\_\_\_\_ (“Consultant”), jointly referred to as “parties”.

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

1. **Services to Be Performed.** The Consultant will provide all labor, services and material to satisfactorily complete the “Scope of Services,” attached hereto as Attachment “A” and incorporated herein by this reference. The Scope of Services shall be construed in accordance with this Agreement, the PUD’s request for proposals or qualifications [dated \_\_\_\_\_/published \_\_\_\_\_], Consultant’s response to such PUD request for proposals or qualifications dated \_\_\_\_\_, and the documents attached to this Agreement. In the event of a conflict concerning the construction of the Scope of Services, the terms, conditions and obligations of the above documents shall control in the order listed with deference first to this Agreement. No substitutions of personnel identified in the Scope of Services shall be made without the written consent of the PUD.

A. **Administration.** The PUD Manager, or his designee, shall administer and be the primary PUD contact for Consultant. Prior to commencement of the Scope of Services, Consultant shall contact the PUD Manager to review the Scope of Services, work order(s), fees, schedule, and date of completion. Upon notice from the PUD Manager, Consultant shall commence work, perform the requested tasks and promptly cure any failure in the performance under this Agreement. The PUD shall provide Consultant with available information concerning the PUD’s request including all drawings and related documents. At any time and for any reason, the PUD may order the Consultant to stop work or the performance of the Scope of Services.

B. **Representations.** The PUD has relied upon the qualifications of the Consultant in entering into this Agreement. By execution of this Agreement, Consultant represents it possesses the authorizations, permits, certifications, licenses, ability, skill, and resources necessary to perform the Scope of Services and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services.

Consultant shall be responsible for the technical accuracy in the performance of the Scope of Services and this Agreement. The PUD 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 PUD-furnished information.

The standard of care for all professional services performed or furnished under this Agreement will be the care and skill ordinarily used by members of Consultant’s profession practicing under similar circumstances at the same time and in the same locality.

C. **Modifications.** The Scope of Services may be added to, modified or changed only by written agreement signed by the parties. In addition, the PUD may modify this Agreement and order changes in the Scope of Services whenever necessary or advisable. The Consultant will accept modifications when ordered in writing by the PUD Manager. The parties shall, in good faith, adjust the compensation for the reduction or increase in the Scope of Services.

2. **Term of Agreement.** This Agreement shall be in full force and effect upon execution of this Agreement and shall remain in effect until completion of all requirements of the Agreement.

A. **Termination for Convenience.** The PUD may terminate this Agreement for convenience by ten (10) days written notice to the Consultant. In the event of such termination for convenience, the PUD shall pay the Consultant for all Scope of Services previously authorized and satisfactorily performed prior to the termination date.

B. **Termination for Cause.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants, conditions, or provisions of the Agreement, the PUD may immediately terminate this Agreement for cause by giving written notice to the Consultant of such termination. In the event of such termination for cause, the PUD shall pay the Consultant for all Scope of Services previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation.** The PUD agrees to pay the Consultant \_\_\_\_\_ as full compensation for services performed under this Agreement. Consultant's total fee shall not exceed \_\_\_\_\_ to perform the Scope of Services unless otherwise authorized in writing by the PUD Manager or his designee.

[OR]

The PUD agrees to pay the Consultant fees and costs as set forth in the Scope of Services.

4. **Payment.** The Consultant shall submit an invoice for payment to the PUD Clerk at the below stated address. Invoices shall be paid within fifteen (15) days of receipt. Payment shall be for services performed.

The PUD reserves the right to withhold payment under this Agreement if the PUD Manager, in his judgment after reasonable investigation, determines the Consultant is noncompliant with the Scope of Services, PUD standards or ordinances, or federal or State of Washington ("State") standards.

5. **Notice.** Notice shall be given in writing as follows:

TO THE PUD:

TO THE Consultant:

Name: Darrel Hawes, General Manager Name: \_\_\_\_\_  
Public Utility District No. 1 of \_\_\_\_\_  
Stevens County Phone Number: \_\_\_\_\_  
Phone Number: (509) 233-2809 Address: \_\_\_\_\_  
Address: PO Box 592

6. **Applicable Laws and Standards.** The parties, in the performance of this Agreement, agree to comply with all applicable federal, State, Local laws, ordinances, and regulations.

7. **Relationship of the Parties.** It is hereby understood, agreed and declared that the Consultant shall be an independent contractor and not the agent or employee of the PUD, that the PUD is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the Scope of Services are performed is solely within the discretion of the Consultant. Any and all employees who provide services to the PUD under this Agreement shall be deemed employees solely of the Consultant. The Consultant shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto, including but not limited to liability for payment, taxes, and withholdings for such employees.

8. **Ownership of Documents.** All finished or unfinished data, studies, surveys, drawings, maps, models, photographs, reports, plans, specifications, and other related documents prepared by the Consultant under this Agreement are and shall be the property of the PUD.

9. **Records.** The PUD or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours the 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.

10. **Insurance.** The Consultant shall maintain in force at its own expense, the following insurance:

A. Workers Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers compensation coverage for all their subject workers and employer's liability or stop gap insurance in the amount of \$1,000,000.00;

B. General liability insurance on an occurrence or event basis with a combined single limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the PUD, its elected or appointed officers, employees and agents are additional insureds, but only with respect to the Consultant's services to be provided under this Agreement;

C. Automobile liability insurance with a combined single limit, or the equivalent, or not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles; and

D. Professional liability insurance with a combined single limit of not less than \$1,000,000.00 each claim, incident, or occurrence or event. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after this Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew any insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the PUD.

As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the PUD at the time the Consultant returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and will include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to PUD acceptance, which shall not be unreasonably withheld. If requested, complete copies of insurance policies shall be provided to the PUD. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. **Indemnification and Hold Harmless.** Each party shall indemnify and hold the other, its elected or appointed officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death, or damage to any person or property arising or resulting from any act or omission on the part of said party or its agents, employees or volunteers in the performance of this Agreement.

12. **Waiver.** No elected or appointed officer, employee, agent, or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

13. **Assignment and Delegation.** Neither party shall assign, transfer, nor delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.

14. **Subcontracts.** Except as otherwise provided herein, the Consultant shall not enter into subcontracts for any of the Scope of Services contemplated under this Agreement without first obtaining written approval of the PUD.

15. **Confidentiality.** Consultant may from time to time receive information which is deemed by the PUD to be confidential. Consultant shall not disclose such information without the express consent of the PUD or upon order of a court of competent jurisdiction. All information provided by Consultant to the PUD may be subject to disclosure under chapter 42.56 RCW, the Washington Public Records Act.

16. **Jurisdiction and Venue.** This Agreement is entered into in Stevens County, Washington. Venue shall be in Stevens County, State of Washington.

17. **Arbitration.** All disputes arising under this Agreement shall be resolved through arbitration. Washington law shall govern and be applied in all such disputes; provided, however, the procedural rules for arbitration shall be those prescribed by the American Association of Arbitration.

18. **Entire Agreement.** This Agreement, and all addenda, attachments, exhibits, and inclusions constitute the entire and complete agreement and understanding between the parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified or altered except in writing signed by the parties hereto.

19. **Anti-Kickback.** No elected or appointed officer or employee of the PUD, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

20. **Non-Discrimination.** Except to the extent permitted by applicable law, in the performance of the terms of this Agreement the Consultant will not engage in any discriminatory practices or actions because of race, creed, color, national origin, sex, age, marital status, or the presence of any sensory, mental, or physical handicap or disability.

21. **Addenda.** The attached documents, incorporated herein by this reference, are as follows:  
[\_\_\_\_\_].

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

Public Utility District No. 1 of Stevens County

CONSULTANT

\_\_\_\_\_  
Darrell Hawes, General Manager

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

**ATTACHMENT “A”**  
**SCOPE OF SERVICES**

DRAFT