

## CONSULTANT/FIELD SERVICES AGREEMENT

### Avista Contract No. R-43092

**This Consultant/Field Services Agreement** (“Agreement”) is entered into between Avista Corporation (“Avista”), a Washington corporation, and Gannett Fleming (“Consultant”), a Pennsylvania corporation (sometimes, individually, a “Party” and collectively, the “Parties”).

**Background and Purpose:** Avista desires to retain the services of the Consultant to provide acoustics, construction/program management, professional engineering, environmental management, geotechnical, project deliver, and valuation & rate services (the “Services”), as set forth one or more Work Authorizations executed by the Parties pursuant to this Agreement, and Consultant desires to provide the required Service in return for equitable compensation, subject to the terms of this Agreement. Therefore, the Parties agree as follows:

### Section 1 Statement of Work

- 1.1 Consultant shall furnish the labor, materials, and equipment necessary to provide the Services in accordance with written Work Authorizations, mutually agreed to by the Parties, and the conditions of this Agreement. Such Work Authorizations will be incorporated into this Agreement by this reference when executed by both Parties. A sample Work Authorization is provided as “**Exhibit A**” to this Agreement.
- 1.2 Consultant shall perform revisions to the Services applicable under a Work Authorization in accordance with a written Change Order, mutually agreed to by the Parties. Change Orders will be incorporated into this Agreement by this reference upon execution by both Parties.
- 1.3 In accordance with Avista’s policy to identify and convey known or anticipated hazards (“Safety Information”) at the applicable Work Site, Consultant shall participate in Avista’s process to transfer the Safety Information reflected in Avista’s Host Employer Safety Information Transfer (“HESIT”) form (sample provided as “**Exhibit B**” to this Agreement), to Consultant prior to the start of any Services.
- 1.4 All drawings required under an executed Work Authorization must adhere to Avista’s attached Drafting Standards incorporated into this Agreement as “**Exhibit C**” and Pen Settings-CTB incorporated into this Agreement as “**Exhibit C1**”. Consultant shall be responsible for confirming that the most current version of Avista’s Drafting Standards is being utilized for all design work included as a deliverable to Avista, prior to starting any documentation.

### Section 2 Term of Agreement

This Agreement will become effective when executed by both Parties and remain in effect until March 30, 2024 unless terminated at an earlier date in accordance with the terms of this Agreement.

### Section 3 Compensation

3.1 In return for the satisfactory performance and acceptance of the Services, Avista will pay the Consultant in accordance with each Work Authorization or Consultant’s current “Price Sheet” incorporated into this Agreement as “**Exhibit D**”. The Price Sheet may be revised only upon written agreement between the Parties. The mutually agreed to Price Sheet will be incorporated into this Agreement by this reference.

#### 3.2 Taxes

State and local sales and use taxes (if any) to be paid by Avista must be shown on invoices as a separate line item. Consultant will be responsible for the transmittal of such sales and use tax payments to the taxing authority.

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### 3.3 Acceptance Process

3.3.1 Consultant shall complete the attached acceptance record form (“Acceptance Record”) incorporated into this Agreement as “**Exhibit E**”, certifying Consultant’s completion of each milestone (or deliverable). Consultant will provide such Acceptance Record (and related documentation, if applicable) to Avista within three (3) business days of completion of such milestone.

3.3.2 Avista will provide written notice to Consultant, within ten (10) business days of receipt of an Acceptance Record, of Avista’s determination that the Services are either acceptable or unacceptable. If the Services (or any portion of the Services) are unacceptable, Avista will provide Consultant with an explanation of why such Services are unacceptable, and Consultant shall re-perform or correct the unacceptable Services, at Consultant’s sole expense. After re-performing unacceptable Services, Consultant shall resubmit an Acceptance Record in accordance with Section 3.3.1 above. Avista shall have ten (10) business days of receipt of such Acceptance Record to notify Consultant, in writing, if any of the Services are still unacceptable.

3.3.3 In the event Consultant is unable to correct any unacceptable Services, Avista may perform, or hire a third party to perform such Services as may be necessary to correct such Services and invoice Consultant for the costs associated with same.

### 3.4 Invoices

3.4.1 Consultant will submit invoices on a monthly basis unless the compensation identified in a Work Authorization provides for a different billing process. Avista’s Representative identified in Section 4.1 below or in the applicable Work Authorization, will determine the percentage of completed and accepted Services applicable for payment under such invoices; provided, however, that Avista will not pay Consultant’s invoices under an executed Work Authorization until all delinquent submittals are received and approved by Avista, if the Work Authorization requires such submittals.

3.4.2 Consultant shall submit invoices to Accounts Payable at **accountspayable@avistacorp.com** (or mailed to Avista Corporation; Accounts Payable, MSC 30; PO Box 3727; Spokane, WA 99220-3727).

3.4.3 Undisputed invoices shall be paid Net 30.

3.4.4 Consultant’s invoices must set forth: a complete description of the Services provided, the number of labor-hours spent performing such Services, the dates on which such Services was performed and any approved expenses. Further, invoices must be supported by such receipts, documents, compensation segregation, information, and other items as Avista may request. Invoices must substantially follow the format set forth in “**Exhibit F**”. **Please Note:** A reference to Organization Code **as stated in each Work Authorization** and Contract Number (R-43092) **must be placed on all invoices** submitted by Consultant. **Consultant’s failure to include the Org Code on its invoices and submit such invoices as set forth in this paragraph will delay payment.**

3.4.5 Consultant shall keep accurate and complete accounting records in support of all costs billed to Avista in accordance with generally recognized accounting principles and practices. Avista or its audit representative will have the right at any reasonable time or times to examine, audit, and/or reproduce the records, vouchers, and their source documents, which serve as the basis for compensation. Such documents will be made available for examination, audit, and/or reproduction by Avista for three (3) years after completion of the Services. Components of Consultant’s Hourly Labor Rates shall not be subject to audit.

### 3.5 Withholding

3.5.1 If stipulated in a Work Authorization, Avista may withhold five percent (5%) as retention from each progress payment (the "Retention"). Consultant shall provide a written request to Avista Representative for the release of retention. Such written request shall not be issued to Avista Representative until a minimum of sixty (60) calendar days after Avista accepts the Services and Consultant has provided Avista with final lien release from Consultant and subcontractors.

3.5.2 Avista may pay from Retention funds, at any time, any amounts owed to Avista under this Agreement.

3.5.3 The rights under this Section 3 are in addition to Retention that may be withheld under other Work Authorization(s).

3.5.4 Avista may, without limiting any other rights or remedies, withhold from payments due under the terms of this Agreement the reasonable value of any claim against Avista which Consultant has failed to settle pursuant to its obligations under this Agreement, including but not limited to sufficient funds to discharge any delinquent accounts of Consultant for which liens on Avista's property have been or can be filed. Avista may at any time pay from such withheld funds any amounts due Avista. The rights under this Section are in addition to any retention that may be held under this Agreement.

3.6 Avista will pay an undisputed final invoice thirty (30) days after Avista accepts the Services and Consultant (i) completes the Services in accordance with the Work Authorization, including furnishing to Avista any required as-built drawings, manufacturer's manuals and instructions; (ii) provides Avista with final lien releases from Consultant and all subcontractors, and other documents as may be requested by Avista to evidence such payment; and (iii) makes available the cost records supporting the final cost of the Services if requested by Avista.

## Section 4 Party Representatives

4.1 Avista's Representative, Michael Truex (or as otherwise specified in the applicable Work Authorization), will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization, and/or notice in connection with the Consultant's performance under this Agreement.

4.2 Consultant's Representative Guy Lund (or as otherwise specified in the applicable Work Authorization), will be the point of contact for Consultant in all matters in connection with Consultant's performance under this Agreement, including supervision of the Services furnished.

## Section 5 Notices to the Parties

5.1 All notices, demands, requests, and other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth below. Such notices, demands, requests, and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

5.2 Notices to Avista:

Unless otherwise noted in a written Work Authorization.

Insurance: E-mail all insurance questions and insurance certificates to:

[InsuranceCerts@avistacorp.com](mailto:InsuranceCerts@avistacorp.com)

Project/Technical Communications: Attention: Michael Truex at MSC- 51 or e-mail: [Michael.Truex@Avistacorp.com](mailto:Michael.Truex@Avistacorp.com)

Invoices: Submit invoices to Accounts Payable at [accountspayable@avistacorp.com](mailto:accountspayable@avistacorp.com) (or mailed to Avista Corporation; Accounts Payable, MSC 30; PO Box 3727; Spokane, WA 99220-3727).

**Please Note:** A reference to Organization Code as stated in each Work Authorization and Contract Number (R-43092) **must be placed on all invoices** submitted by Consultant.

Legal, Contractual, Insurance Notices: Attention Supply Chain Management, MSC-33

At the following address:

Avista Corporation  
PO Box 3727  
Spokane, WA 99220-3727  
Ref.: Avista Contract R-43092

5.3 Notices to Consultant:

Gannett Fleming  
207 Senate Avenue  
Camp Hill, PA 17011-2316  
Attention: Guy Lund ([Glund@fnet.com](mailto:Glund@fnet.com) / 720-436-4544)

5.4 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

## Section 6 Insurance Requirements

Consultant shall secure and, for the duration of this Agreement, continuously carry with insurance carriers licensed to conduct business in the state in which the Services are to be performed, the ~~minimum~~ level of insurance coverage identified below. Such carriers must have an A.M. Best rating of A-, Class VIII or better.

6.1 Workers Compensation/Employer's Liability: insurance coverage with respect to all persons performing the Services, in accordance with the applicable laws of the state in which the Services is to be performed.

6.2 Commercial General Liability: insurance coverage, on an occurrence basis, with a minimum single limit of \$2,000,000 per claim. The coverage must include: (i) Bodily Injury and Property Damage Liability, (ii) Contractual Liability specifically related to the indemnity provisions of this Agreement, and (iii) Products and Completed Operations Liability to extend for a minimum of three years past acceptance or termination of the Services.

6.3 Business Automobile Liability: insurance coverage with a minimum single limit of \$2,000,000 per claim for bodily injury and property damage with respect to Consultant's vehicles whether owned, hired or non-owned, assigned to, or used in the performance of the Services.

6.4 Professional Liability (Errors and Omissions): insurance coverage, in a form acceptable to Avista, with a ~~minimum~~ single limit of \$2,000,000 per claim and in the aggregate to cover claims to the extent caused by arising out of Consultant's professional Services under this Agreement. This policy must be maintained for ~~three~~five years after Avista's acceptance of Consultant's Services.

6.5 Other Insurance Policy and Endorsement Requirements:

6.5.1 The insurance coverages set forth above may be met by a combination of the dollar limit of the specified insurance type and an excess or umbrella insurance policy, provided that the excess or umbrella policy includes coverage for the specified insurance types to achieve the appropriate ~~minimum~~ coverages.

6.5.2 With the exception of Workers Compensation/Employer's Liability and Professional Liability insurance coverage, the insurance policies set forth above must include (i)

provisions or endorsements naming Avista, including its directors, officers, and employees, as additional insureds, and (ii) a provision that states that such insurance is primary insurance with respect to Avista's interests and that any other insurance maintained by Avista is excess and not contributory with the required insurance. Consultant shall notify Avista within 30 days of any cancellation ~~or change in limits of liability~~ of any required insurance coverage, ~~except 10 days notice for nonpayment of premium~~.

6.5.3 All required insurance policies that name Avista as an additional insured must include provisions that such insurance is primary insurance with respect to the interests of Avista and that any other insurance maintained by Avista is excess and not contributory insurance with the required insurance. ~~Consultant shall notify Avista within 30 days of any cancellation or change in limits of liability of any required insurance policy.~~

6.5.4 Unless specifically waived by Avista, in writing, a certificate of insurance and its respective endorsement(s) certifying to the issuance of the insurance coverage and endorsements required above must be provided to Avista prior to the start of Services pursuant to this Agreement. Avista's receipt of the certificate of insurance is not intended to and will not reduce, limit, affect, or modify the primary obligations and liabilities of Consultant under the provisions of this Agreement. Noncompliance with the insurance requirements of this Agreement may, at Avista's option, be deemed a material breach of this Agreement.

6.5.5 Consultant shall ensure that any policy of insurance, ~~except professional liability~~, that Consultant or any subcontractor carries as insurance against property damage or against liability for property damage or bodily injury (including death) shall include a provision providing a waiver of the insurer's right to subrogation against Avista as the additional insured. To the extent permitted by the policies of insurance, Consultant hereby waives all rights of subrogation against Avista as the additional insured.

6.5.6 Consultant shall require all subcontractors performing Services under this Agreement to secure and, for the duration of this Agreement, continuously carry with insurance carriers licensed to conduct business in the state in which the Services is to be performed, insurance policies in the levels set forth above. Nothing in this Subsection shall relieve Consultant of its obligations under this Agreement and Consultant's responsibility for all subcontractors performing Services under this Agreement

## Section 7 Delay

7.1 The Services shall be considered "Substantially Complete" when Avista has full and unrestricted use and benefit of the work product for its intended purpose, with only minor incidental work, correction, or repair awaiting performance or re-performance by Consultant. The date in which the Services must be Substantially Complete will be identified in the Work Authorization ("Substantial Completion Date")

7.2 For circumstances beyond Consultant's reasonable control, (an "Excusable Delay"), the Substantial Completion Date may be extended upon Avista's written approval. Excusable Delays include, without limitation, acts of God, governmental action or inaction, damage caused by fire or other casualty, strikes of a national origin not directed specifically at Consultant or its subcontractors, or highly unusual weather conditions. No extensions will be granted for delays or suspensions caused by negligent acts or omissions of Consultant or its subcontractors, or anyone for whose negligent acts or omissions Consultant or its subcontractors are responsible, or by the failure of such persons or entities to perform as required by this Agreement.



7.3 Consultant shall provide written notice (e-mail acceptable) to Avista, within three (3) business days, of any circumstance that will cause a delay to the Services such that Consultant will be prevented from meeting the Substantial Completion Date or any critical project dates defined in the Work Authorization. The failure of Consultant to provide written notice as required under this Section will result in a waiver of Consultant's claim for time extensions for delays arising out of such circumstance.

7.4 If Consultant fails to achieve the Substantial Completion Date or any critical project dates, then upon written request of Avista, Consultant shall promptly, but in any event within five (5) business days of Avista's request, submit a written recovery plan that will enable Consultant to complete all remaining Services. Consultant shall diligently perform the Services in accordance with such recovery plan; provided, however, that neither approval by Avista of such recovery plan nor Consultant's performance of the Services in compliance with such recovery plan shall (i) be deemed in any way to have relieved Consultant of its obligations under the Agreement relating to delays, or (ii) be a basis for a Change Order or any modification to Consultant's compensation.

7.5 Liquidated Damages for Delay. If an executed Work Authorization identifies an amount for liquidated damages, the Parties agree that if Consultant fails to complete the Services by the Substantial Completion Date or a critical project date (each a "Critical Date") identified in such Work Authorization, Avista will suffer damages in the form of increased Project overheads, administrative costs and capital costs (collectively, "Damages"), which Damages cannot be ascertained with reasonable certainty. The Parties agree that any Liquidated Damages are not intended to be and are not a penalty. Consultant shall not be relieved from the obligation to meet the Critical Date, except to the extent any such Critical Date is extended pursuant to a Change order or a written notice from Avista. Further, payment of Delay Liquidated Damages shall not relieve Consultant from liability for any defects in design, materials, workmanship, or other obligations under this Agreement.

#### **Section 8 Site Access:**

8.1 Upon Avista's request, Consultant and/or its employees shall: (i) obtain an identification badge ("Badge") from Avista's Facilities Management Department prior to performing any on-site Work while at an Avista facility, (ii) display such Badge at all times while on-site, and (iii) return the Badge to Avista upon leaving Avista's facility.

8.2 Whether or not Consultant has obtained a Badge, Avista may require Consultant and/or its employees to be escorted, at all times, in certain Avista-designated areas during the performance of the Services.

8.3 Consultant shall contact Avista's Representative to schedule available times for all site visits to Avista's facilities.

#### **Section 9 Background Check**

9.1 Unless specifically waived by Avista, in writing, Consultant, Consultant's employees, and/or Consultant's subcontractors (singularly, an "Individual" and in the plural, "Individuals") assigned to perform the Services who: (i) require unescorted, physical access to an Avista facility; (ii) require network access to any Avista infrastructure; or (iii) are otherwise required by Avista (in its sole discretion) to obtain a background check before initiating the Services including, but not limited to, entering an Avista customer's home (each instance defined as "Access"), must clear a background check compiled either by ACRANET or another third-party service provider qualified to perform the background check that must include personal identity verification and confirmation that the applicable Individual has not been convicted of a felony within seven (7) years of the date of such background check ("Background Check").

9.2 Each Background Check must have been performed less than six (6) months prior to an Individual being granted Access, except in the case where an Individual is reassigned to a non-Avista project but remains employed by the Consultant company, in which case, a new Background Check will not be required if such Individual returns to Avista to provide services within one (1) year of such Individual's departure.

9.3 If an Individual has any severance of employment with the Consultant (including suspension), such Individual's Access will be terminated and a new Background Check will be required prior to such Individual being granted Access.

9.4 Additionally, in the event this Agreement with Avista is terminated, each Individual's Access will be terminated and all Individuals will require new Background Checks prior to being granted Access.

9.5 Individuals will not be allowed Access to Avista facilities nor shall such Individuals initiate performance of the Services until Avista's Human Resource Department has received and approved a background check verification form ("Verification Form") for such Individuals. The form of Verification Form to be used is attached to this Agreement as "**Exhibit G**".

9.6 Consultant must notify Avista within three (3) business days of learning that an Individual providing services to Avista under this Agreement has been convicted of a felony. Avista may, at its sole discretion, revoke such Individual's Access, immediately.

9.7 Upon request from Avista, Consultant shall provide backup documentation such as an invoice or other information requested by Avista directly from the background check provider that provides evidence that a Background Check was performed on an Individual. Such documentation must be redacted so that no Personally Identifiable Information regarding the Individual is visible and shall not include any actual results of the Background Check other than the required Pass/Fail information for verification of identity and felonies. Consultant is responsible for obtaining any required authorizations in order to produce such documentation to Avista and in no way is Avista responsible for any breaches of confidentiality by Consultant.

9.8 Avista retains the right to require updated Background Checks for Individuals when it has reasonable grounds to do so (e.g., a workplace violence incident or newly discovered information) to comply with this Section; state or federal laws, rules and regulations; or upon a change of assignment.

9.9 Background Checks must be kept current and must be repeated at least every seven (7) years.

9.10 Prior to accessing any Avista facility or if required for the field services identified under subsection 9.1 (iii) above, any Individual that requires a Background Check must obtain an identification badge ("Badge") from Avista's Security Operations Department, and must display such Badge at all times. Consultant must return all Badges to Avista after completing the Services, or Avista, at its sole discretion, may withhold payment from Consultant's most recent invoice until Consultant returns all Badges issued pursuant to this Section. In order to expedite the Badge process, Consultant may provide a color "headshot" photograph (without concealing items such as hats, bandanas or sunglasses) with the Verification Form.

9.11 Notwithstanding the conditions set forth above, Avista may require Individuals to be escorted at all times when accessing certain Avista-designated areas.

#### **Section 10 Other Provisions:**

10.1 Consultant shall comply with Avista's Data & System Security Requirements, attached to this Agreement as "**Exhibit H**", while performing Services under this Agreement.



10.2 This Agreement consists of the following documents which are: (i) incorporated into this Agreement, (ii) listed in descending order of precedence, and (iii) attached or referenced:

- Amendments to Consultant/Field Services Agreement, if applicable
- Consultant/Field Services Agreement
- General Conditions for Construction and Field Services Agreements Rev 5-19
- Exhibits
- Executed Work Authorizations and Change Orders (including all applicable attachments).

10.3 Any representation, promise, modification, or amendment to this Agreement will not be binding upon either Party unless reduced to writing and signed by each Party. This Agreement, Amendments, Work Authorizations, and/or Change Orders may be signed in any number of counterparts, each of which when signed will be an original, but all such counterparts will constitute one and the same instrument. The term "counterparts" includes full copies of such signed instruments delivered electronically.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

**Avista Corporation**

\_\_\_\_\_  
(Signature)

Andrew Vickers

\_\_\_\_\_  
(Printed Name)

Director, GPSS

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date Signed)

**Gannett Fleming**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date Signed)

Attached:

General Conditions for Construction and Field Services Agreements Rev 5-19

Exhibit A – Sample Work Authorization

Exhibit B – Sample HESIT

Exhibit C and C1 – Avista CAD Dwg Standards

Exhibit D – Price Sheet

Exhibit E – Acceptance Process

Exhibit F – Invoice Data Requirements

Exhibit G – Background Verification

Exhibit H – Data Security Requirements