

**SHORT FORM AGREEMENT
BETWEEN
METRO WATER RECOVERY
AND**

**FOR
TASK ORDER-BASED CONSULTING SERVICES
FOR**

This Agreement is made as of _____, 20__, between the Metro Water Recovery (Owner) and _____ (Consultant).

Owner and Consultant in consideration of their mutual covenants herein agree as follows:

1.0. Services.

1.1. Consultant shall furnish qualified persons to provide the services, of which persons shall at all times be the Consultant or employees or agents of the Consultant and not employees of Owner.

2.0. Authorization of Services by Task Order.

2.1. All services under this Agreement will be authorized by Task Orders issued by Owner to Consultant.

2.2. Task Orders will include a detailed statement of work to be performed; the format and content of any deliverables which may be required; a performance time schedule indicating when tasks are to be completed and/or deliverables submitted. Task Orders may contain estimates of hours required with upper cost limits not to be exceeded, or costs may be established as a lump sum.

2.3. Task Orders will be prepared solely by Owner or prepared by Owner after consultation and/or negotiation with Consultant.

2.4. Consultant will not perform work that is outside the scope of work defined in the Task Order unless approved in advance in writing by Owner. Failure of Consultant to obtain written authorization for work outside the scope of work will likely result in nonpayment of those services performed.

3.0. Amendment of Task Orders.

3.1. If, after a Task Order has been issued to Consultant, Owner determines that a substantial change(s) to the Task Order is necessary, Owner will issue an amendment to the original Task Order. The amendment will include the specific change(s) in the work, and any adjustment to Consultant's payment caused by the amendment to the Task Order.

3.2. If Owner determines that minor modification to a Task Order, which do not result in a change in the cost or schedule of the Task Order, are necessary, Owner may instruct Consultant in writing to make such modifications without issuing a formal amendment to the Task Order.

4.0. Cancellation of Task Orders.

4.1. Owner, at its sole discretion, may cancel a Task Order at any time after it has been issued to Consultant. Owner will notify Consultant in writing that the Task Order has been cancelled and payment will be based on work completed.

5.0. Time Period.

5.1. The time period for the performance of Consultant's Basic Services is as follows:

5.1.1. The term of this Agreement is for a [one] [two] [three] [four] [five] year period, subject to Owner's and Consultant's right to terminate. [Upon satisfactory performance, Owner may amend the contract to a maximum of five years.]

5.1.2. Upon execution of this Agreement, Consultant shall be prepared to begin Task Order work promptly and diligently complete each Task Order.

5.1.3. The time period allowed for completion of each Task Order will be as stipulated in each Task Order.

6.0. Payment.

6.1. Total payment for all Task Orders under this contract shall not exceed \$[] including reimbursable expenses without further written authorization from Owner.

6.2. Owner will make progress payments on or about the last Thursday of each month during performance of the Work.

6.3. All moneys not paid when due will bear interest at the current prime interest lending rate prorated on a monthly basis.

6.4. Hourly - An amount based on the rates as described in Exhibit C "Fee Schedule" for services rendered by employees engaged directly on the Task Order not to exceed the total amount stipulated in each Task Order.

6.4.1. Rates listed in Exhibit C "Fee Schedule," shall be applicable until amended by Owner at the request of Consultant. Rates shall be changed no more frequently than once every 12 months. Consultant shall notify Owner thirty days prior to any rate change.

6.4.2. Hourly Rates used as a basis for payment mean basic salaries and wages paid to all personnel engaged directly on the Project; and includes indirect payroll-related costs, fringe benefits, overhead and profit, telecommunication, computer, CAD, word processing, and related office equipment and supply charges.

6.5. Reimbursable Expenses mean the actual, reasonable expenses incurred (except where specifically provided otherwise) by Consultant directly or indirectly in connection with the Project, such as expenses for: lodging, transportation, per diem (for projects more than 200 miles from the office site), meals and miscellaneous expenses incidental thereto; services of independent professional associates and consultants employed by Consultant; providing and maintaining field office facilities including furnishings and utilities; lodging, meals and transportation of Consultant and their assistants; Document Reproduction Services (multiplier shall not be applied to outside services) such as reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1. Consultant is expected to exercise good, reasonable judgment, and obtain proper authorization when required prior to incurring expenses. Reimbursement for expenses requires a valid itemized receipt for each expense, except for situations when receipts are not readily available. All travel arrangements for air transportation, accommodations, and auto rental will be made using the most cost effective method available. The lowest available direct flight fares should be used. First class and business class fares are prohibited unless there are no other options available. A copy of the confirmation or e-ticket showing the cost of the flight must be provided for reimbursement. Rental car reservations should be made prior to travel at the lowest available rate. Consultant will not be reimbursed for a car larger than a mid-size unless more than two are traveling together. Reimbursement will not be allowed for gasoline charges billed on the rental agreement. Leased vehicles are not reimbursable under this contract. Miscellaneous expenses such as reasonable long-distance telephone calls, internet access fees, and customary tipping for items such as food, beverages, porter, and room service are allowable expenses. Room service for food and beverages should be avoided. Parking, shuttle, toll road and taxi expenses will also be reimbursed if they are reasonable and necessary. Expenses for alcoholic beverages, in-room movies, normal personal convenience items, and laundry will not be reimbursed.

6.6. Charges for commonly incurred Reimbursable Expenses shall be as follows:

Independent Professionals Billing x Factor of 1.10

Transportation (Consultant's Vehicles)	\$/mile
Other Transportation and Subsistence	Actual Cost
Field Office	Actual Cost
Document Reproduction Services	Actual Cost
<i>*Prevailing IRS business mileage rate.</i>	

6.7. Copies of receipts supporting the reimbursable expenses shall be submitted with each invoice.

7.0. Insurance.

7.1. Consultant shall procure and maintain the following minimum required insurance coverages and shall submit to Owner certificates verifying such coverages prior to commencing any work.

Worker's Compensation	Statutory
Employer's Liability	\$100,000 Each Accident \$500,000 Policy Limit \$100,000 Each Employee
Automobile Liability	\$1,000,000 Combined single limit bodily injury and property damage
General Liability	\$1,000,000 combined single limit bodily injury and property damage, each occurrence \$2,000,000 annual aggregate
Professional Liability	\$1,000,000

7.2. Owner shall be included as an additional insured on a primary and non-contributory basis for Consultant's Automobile and General Liability policies.

8.0. Termination.

8.1. Either party may terminate this Agreement upon twenty (20) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, Owner may terminate this Agreement, or any portion of the services to be performed under and pursuant to the Agreement, for convenience, effective upon the receipt of written notice to Consultant.

9.0. Indemnification.

9.1. Consultant shall defend, indemnify, and hold Owner harmless against any and all liability, loss, claims, or suits (including costs, expenses and reasonable attorney's fees) for or on account of injury to or death of persons, damage to or destruction of property belonging to either Owner or others occurring by reason of any negligent act or omission by Consultant, its employees, or agents in connection with the performance of this Agreement. In addition, Consultant shall indemnify Owner in the same manner for or on account of injury or death to employees or agents of Consultant, including injury or death arising out of the use by Consultant of equipment furnished by Owner.

10.0. Dispute Resolution.

10.1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will, upon the election of the Owner, in its sole discretion, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. Any such arbitration shall take place in Denver, Colorado. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 10.0. will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

10.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when

institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the event a party other than the Owner files Notice of demand for Arbitration, the Owner shall respond to such notice by consenting or denying consent to Arbitration within ten (10) days of receipt of notice.

10.3. No consent to arbitration by the Owner in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or which is with any party not specifically described therein, unless otherwise agreed upon by the parties.

10.4. The award rendered by the arbitrators will be final and will not be subject to modification or appeal except to the extent permitted by C.R.S. 13-22-201 et seq.

11.0. Property Search.

11.1. Owner reserves the right to conduct inspection of personal property, such as purses, brief cases, lunchboxes, and vehicles of Consultant on Owner's property. The necessity of a search will be determined with discretion, and only when necessary, to protect the Owner's best interests. Any unauthorized article discovered may be confiscated and, if appropriate, turned over to a law enforcement representative.

12.0. Assignment.

12.1. Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in (including but not limited to moneys that are or may become due) this Agreement without the written consent of the other party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

13.0. Controlling Law.

13.1. This Agreement shall be governed by the laws of the state of Colorado and in any legal action relating to this Agreement, the parties agree to the exercise of jurisdiction over it by the district court in and for Adams County, Colorado. If legal action must be taken to enforce either party's rights under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs, expenses and attorneys' fees.

14.0. Independent Contractor.

14.1. Consultant shall perform this contract as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status.

15.0. Compliance with Owner's Policies.

15.1. While on Owner's property, Consultant, or any of its employees, partners, or agents, shall comply with the following Owner's policies:

15.1.1. Equal Opportunity. Consultant in performing work required by this Agreement shall afford equal employment opportunity to qualified individuals regardless of their race, color, religion, sex, national origin, age, physical or mental disability or veteran status and shall conform to applicable laws and regulations. Consultant further agrees that each subcontract made under this Agreement will contain a similar provision with respect to nondiscrimination.

15.1.2. Smoking Policy. Consultant shall prohibit any of its employees, any subcontractors, and any other persons directly or indirectly employed by any of them from smoking on all Owner's property whether inside or outside of any buildings, facilities, equipment, or vehicles.

15.1.3. Substance Abuse Policy.

15.1.3.1. Consultant shall prohibit any of its employees, any subcontractors, and any other persons directly or indirectly employed by any of them from the use, purchase, sale, possession, or transfer of alcohol or illegal drugs on Owner's property, work sites, or in Owner's vehicles or private vehicles parked on Owner's property or rights-of-way. Consultant shall also prohibit such

persons from reporting to or being at work with illegal drugs or alcohol in the system to such an extent that job performance is impaired, or to the degree that it may result in jeopardizing the safety and well-being of the individual, other employees, the public, or Owner's property. Consultant shall require employees taking prescription drugs, which are known to affect job performance, to report this to their supervisors, and Contractor shall assure that such employees are not assigned to activities, which would endanger themselves or others.

15.1.3.2. Consultant shall prohibit any of its employees, any Subcontractor's or Supplier's employees, or any other person directly or indirectly employed by any of them from the use, sale, possession, or transfer of alcohol or illegal drugs while on Owner's property, work sites, or in vehicles parked on Owner's property or rights-of-way.

15.1.4. Safety. Consultant shall be familiar with and comply with Owner's *Contractor, Vendor and Visitor Safety Awareness Manual (RWHTF and/or NTP*, whichever is applicable) and shall comply with all applicable safety laws and regulations of any public body having jurisdiction over Consultant or Owner.

15.1.5. Security. Consultant shall be familiar with and comply with Owner's *Contractor and Vendor Security Protection Manual*.

16.0. Special Provisions and Exhibits.

16.1. This Agreement is subject to the following special provisions and exhibits:

16.1.1. Exhibit C "Fee Schedule" consisting of ____ page(s).

NOTE TO USER:

[List other Special Provisions or Exhibits as necessary.](#)

16.1.2. Consultant consents to the use of electronic signatures by the Owner and Consultant. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically, including by digital signature. The Parties agree not to deny the legal effect or enforceability of the Agreement, or any other documents requiring a signature hereunder, solely because it is in electronic form, an electronic record was used in its formation, or it is signed electronically. The Parties agree not to object to the admissibility of the Agreement, or any document requiring signature hereunder, in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature, or that it is not in its original form or is not an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Owner:

Consultant:

METRO WATER RECOVERY

By _____

By _____

Title _____

Title _____

APPROVED AS TO FORM

By _____
General Counsel

[NOTE TO USER: General Counsel signature not needed for agreements of \\$250,000 or less.](#)

EXHIBIT C
SHORT FORM AGREEMENT
BETWEEN
METRO WATER RECOVERY
AND

FOR
TASK ORDER-BASED

SERVICES

FEE SCHEDULE

This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, _____, between the Metro Water Recovery (Owner) and _____ (Consultant) providing task order-based consulting services.

The Hourly Rates to be used under this Agreement are as follows:

(Position)

(\$ Amount)

NOTE TO USER:

Consultant may request an amendment to the FEE SCHEDULE no more than once per year from the date of the Agreement.

At Consultant's request, the FEE SCHEDULE may be adjusted annually (as of the signing of this Agreement) to reflect equitable changes in the compensation payable to Consultant.