

**Professional Services Agreement**  
BIG BLUE REFUSE AND GREEN RECYCLE CARTS AND 30-TO-40-GALLON  
CARTS

This Solid Waste Big Blue Refuse and Recycle Carts Service Agreement (“Agreement”) entered this 12TH day of SEPTEMBER, 2023, by and between Cascade Engineering, Inc. (“Contractor”), and Oklahoma City Water Utilities Trust (“OCWUT”), a public trust organized pursuant to the laws of the State of Oklahoma.

**WITNESSETH:**

**WHEREAS**, on March 29, 2023, OCWUT prepared a Request for Proposals (“RFP”) for the manufacture, delivery and warranty of big blue refuse and recycling collection carts for individual residential customers throughout the metropolitan areas; and

**WHEREAS**, on May 17, 2023, OCWUT received responses to its RFP; and a selection committee reviewed the responses; and

**WHEREAS**, the Contractor represented itself, in its response (“Proposal”) as an expert in this field with skilled professionals willing, able, and capable of timely providing manufacture, delivery, and warranty of big blue refuse and recycling collection carts for individual residential customers throughout the metropolitan areas requested and required by OCWUT in the RFP; and

**WHEREAS**, based upon the representations, guarantees, and warranties expressed by the Contractor in the Proposal, the selection committee recommended and OCWUT selected and entered this Agreement with the Contractor.

**NOW, THEREFORE**, for and in consideration of the above premises and the mutual covenants set forth herein, OCWUT and Contractor hereby mutually agree as follows:

**1. Services Agreement**

Subject to the terms and conditions of this Agreement, OCWUT retains Contractor, an independent contractor, to provide OCWUT manufactured, delivery, and warranty of big blue refuse and recycling collection carts for individual residential customers throughout the metropolitan areas, in accordance with the standards exercised by experts in the field,

necessary to provide OCWUT services and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

(a) The manufacture, delivery, and warranty of big blue refuse and recycling collection carts for individual residential customers throughout the metropolitan areas.

(b) Terms. The initial term of the resulting Professional Services Agreement (PSA) Exhibit A, shall be effective for a period of five (5) years, as approved by OCWUT, with the option to renew for one (1) additional five (5) year term.

(c) Change Order. General Manager or designated representative is appointed as the authorized representative of OCWUT with authority to process any change request as needed.

(d) This Agreement governs the Scope of Services including, but not limited to, all services and deliverables to be provided by Contractor to OCWUT. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.

(e) The text of this Agreement, together with the Attachments, constitutes the entire Agreement and the only understanding and agreement between OCWUT and Contractor with respect to the services and deliverables to be provided by Contractor hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

(f) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, pages 1 through 14, and any language, term, condition, or provision any Attachment, the text of this document, the Agreement pages 1 through 14 shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

**Attachment “A” (“Scope of Services”),**

**Attachment “B” (“List of Services and Deliverables”),**

**Attachment “C” (“Contractor’s Management Team and OCWUT’s Administrative Team”),**

**Attachment “D” (“OCWUT’s Resources”),**

**Attachment “E” (“Request for Proposals”),**

**Attachment “F” (“Schedule of Pricing”),**

**Attachment “G” (“Insurance”),**

**Attachment “H” (“Contractor’s Proposal”).**

## **2. Retention of Contractor and Scope of Services**

(a) Contractor is solely responsible for the actions, non-action, omissions, and performance of Contractor’s employees, agents, Contractors, and sub contractors (herein collectively included in the term “Contractor’s Management Team”) and to ensure:

- (1) the timely provision and the timely performance of the Scope of Services as each are defined in **Attachment “A”**,
- (2) the timely provision of all services and deliverables, including listed on **Attachment “B”**,

Contractor will be solely responsible to ensure the Contractor’s Management Team fully understands the scope of services and the deliverables, the schedule for performance, and OCWUT’s goals and purposes. Contractor will be solely responsible to ensure the Contractor’s Management Team is adequately trained, instructed, and managed so that Contractor timely provides the services and deliverable and satisfies Contractor’s obligations under this Agreement. Contractor may not change the Contractor’s Management Team as set forth on **Attachment “C”** without the prior written consent of OCWUT’s Contract Administrator or designee. OCWUT’s Administrative Team is set forth on **Attachment “C”**. OCWUT’s Contract administrator is the General Manager of the Trust or designee.

- (b) Contractor shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance of services provided under this Agreement. Contractor shall obtain all patents, licenses and

any other permissions required to provide all services and deliverables and for use of all services and deliverables by OCWUT.

### 3. Compensation

(a) **OCWUT shall pay the Contractor** the compensation as specified in Attachment “A” and Attachment “E” subject to the submission of appropriate documentation and completion and acceptance of all the services and deliverables. No payment will be due or owing for any incomplete or undocumented services and deliverables.

(b) OCWUT and Contractor acknowledge that the compensation to be paid Contractor pursuant to this Agreement has been established at an amount reasonable for the services of Contractor and Contractor’s Management Team.

(c) Price Adjustment Terms. The unit price shall remain firm through the first six (6) month of the contract term. Price shall be made on a semi-annual basis, based upon current average resin prices (Plastic News, Themoplastics List, HDPE Injection GP, Column II High Value.

If the agreement is extended beyond the initial term, the adjustment dates will follow the same semi-annual schedule.

The formula for price adjustments shall be the current average resin price, minus the previous six- month average resin price, multiplied by the pound of resin per cart to equal the total price adjustment.

**EXAMPLE:**

RESIN	Apr 2018	Mar 2018	Feb 2018	Jan 2018	Dec 2017	Nov 2017	Oct 2017	Sep 2017	Aug 2017	Jul 2017	Jun 2017	May 2017	AVG
Current	98	97	98.5	94	93	97							<b>96.25</b>
Previous							97	92	88	89	90	90	<b>91.0</b>

The formula for price adjustments shall be the current average resin price, minus the previous six- month average resin price, multiplied by the pound of resin per cart to equal the total price adjustment.

Current Average Resin Price	\$0.9625
(Minus) Previous Average Resin Price	<u>\$0.910</u>
Total Resin Adjustment	\$0.0525
(Multiply) Pound of Resin Per Cart	<u>35</u>
Total Price Adjustment Per Cart	\$1.8375

Therefore, if the current unit price is \$59.00. The unit price will increase by \$1.84, for a new unit price of \$60.84.

#### 4. Independent Contractor Status

(a) The parties hereby acknowledge and covenant that:

(1) Contractor is an independent Contractor and will act exclusively as an independent Contractor. Contractor is not an agent or employee of OCWUT in performing the duties in this Agreement.

(2) The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent Contractor relationship.

(b) OCWUT will not withhold any social security tax, workmen's compensation, medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Contractor as Contractor is an independent Contractor and the members of its Contractor's Management Team are not employees of OCWUT. Any such taxes, if due, are the responsibilities of Contractor and will not be charged to or due from OCWUT.

(c) Contractor acknowledges that as an independent Contractor it and its Contractor Management Team are not eligible to participate in any health, welfare or retirement benefit programs provided by OCWUT or the City of Oklahoma City for its employees.

#### 5. Termination.

This Agreement shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein. **OCWUT's Contract Administrator, or designee, is hereby authorized to issue notices of termination or suspension on behalf of OCWUT.** This Agreement can be terminated, with or without cause, upon written notice, at the option of OCWUT.

(a) **Termination for Convenience.** Upon receipt of a notice of termination for the *convenience* from OCWUT, Contractor shall (1) immediately discontinue all services and activities (unless the notice directs otherwise), and (2), upon payment for services fully performed and accepted, Contractor shall deliver to OCWUT documents, data, drawings,

specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise. Should there be a decision by OCWUT to effectuate at termination for convenience, OCWUT and the Contractor would need to review all actions of the Contractor that could be due compensation for services and cart manufacture at the time of notice. OCWUT's intent would be to compensate the Contractor for completed services and manufactured carts completed at the time of notice, or as directed by the notice, to the degree these are satisfactorily performed in accordance with the Agreement. If any manufactured carts were completed at the time of notice for termination for convenience, or as directed by the notice, these carts were satisfactorily manufactured in accordance with the Agreement, and the Contractor delivers those carts to Solid Waste Management Facility, 11501 N. Portland Avenue, Oklahoma City, OK. 73120, then OCWUT may compensate the Contractor for the manufactured carts. Upon termination for the *convenience* by OCWUT, OCWUT shall pay Contractor for completed services, up to the time of the notice of termination for *convenience* services, in accordance with the terms, limits and conditions of the Agreement and as further limited by the “not to exceed” amounts set out in this Agreement

(b) **Termination for Cause.** Upon notice of termination for *cause* from OCWUT Contractor shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, deliverables, costs, or expenses. **OCWUT shall hold any outstanding payments for prior completed services or expenses as security for payment of any costs, expenses, or damages incurred by OCWUT by reason of Contractor’s breach or other cause.** Provided, however, upon notice of termination for cause, Contractor shall deliver to OCWUT all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete, unless the notice directs otherwise.

(c) **Rights and Remedies.** The rights and remedies of OCWUT provided in

in this section are in addition to any other rights and remedies provided by law or under the Agreement. Further, the rights and remedies set out in **Attachment "A"** do not supersede the rights and remedies set out in this section. Termination herein shall not terminate or suspend any indemnification, insurance, or confidentiality required for to be provided by Contractor under this Agreement.

**6. Stop Work.**

Upon notice to Contractor, OCWUT may issue a stop work order suspending any services and deliverables under this Agreement. The stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required for to be provided by Contractor under this Agreement. In the event OCWUT issues a stop work order to Contractor, OCWUT will provide a copy of such stop work order to Contractor. Upon receipt of a stop work order issued by OCWUT, Contractor shall suspend all work, services and activities except such work, services and activities expressly directed by OCWUT in the stop work order. This Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by OCWUT, without cause and without cost to OCWUT, upon notice to Contractor; provided however, Contractor shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. OCWUT's Contract Administrator or designee is hereby authorized to issue stop work orders on behalf of OCWUT.

**7. Obligation upon Termination for *Convenience*.**

Except for the any warranties, indemnification, confidentiality, or insurance required or provided by the Contractor under this Agreement, which shall survive the termination of this Agreement for *convenience* or for *cause*, in the event this Agreement is terminated for convenience hereunder, OCWUT shall pay Contractor for such properly documented invoices, if any, in accordance with the provisions of this Agreement above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter OCWUT shall have no further liability under this Agreement to Contractor and Contractor shall have no further obligations to the Clients.

**8. Non Performance/Liquidated Damages.**

During the term of this Agreement, OCWUT's initial remedy for any breach of the above Agreement shall be to permit Contractor one additional opportunity to provide a replacement of nonconforming carts, within the original delivery schedule and without additional cost to OCWUT but subject to the liquidated damages provision. If Contractor cannot perform the services, or provide the delivery or replacement of nonconforming carts according to the standards and requirements set forth in this Agreement within thirty (30) calendar days of the original delivery schedule date, OCWUT shall be entitled to recover, should OCWUT so determine to be in their best interest, any fees paid to Contractor for previously paid for big blue and/or recycle carts including but not limited to, services, products, solutions, and deliverables and Contractor shall make payment within thirty (30) days of a demand by the OCWUT or the Trust. Should Contractor fail to reimburse the OCWUT or Trust within thirty (30) days of demand, the OCWUT shall also be entitled to interest at 1.5% percent per month on all outstanding debt and repayment obligations.

If the Contractor is not able to meet the specified delivery schedule or replace nonconforming cart(s), it will be the Contractor's responsibility to notify the Contracting Entity in writing, as well as submit proof of the circumstances for the non-performance. The circumstances responsible for the delivery/replacement delay will be reviewed and may be adjusted only at the discretion of the OCWUT General Manager or designee. The decision on exercising the nonconformance/liquidated damages will be made at the sole discretion of the OCWUT General Manager or designee.

## **9. Indemnification**

(a) Contractor agrees to release, defend, and indemnify OCWUT and hold OCWUT, harmless against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements in connection resulted from the intentional acts or omissions, negligence, and misconduct of Contractor and the Contractor's Management Team. Any such reimbursement shall be made by Contractor within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

(b) The provisions of this paragraph shall survive the expiration of this Agreement. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this Agreement.

## **10. Confidentiality**

Contractor acknowledges that during the term of the Agreement OCWUT may provide Contractor with access to valuable information of a confidential and proprietary nature including but not limited to information relating to employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. Contractor agrees that during the time period this Agreement is in effect, and thereafter, neither Contractor nor Contractor's Management Team shall, without the written consent of OCWUT, disclose to any person, other than a member of OCWUT's Administrative Team or OCWUT's Contract Administrator or designee, any information obtained by Contractor. Contractor will require and maintain adequate confidentiality agreements with its employees, agents, Contractors, and sub Contractors.

## **11. Right to Audit.**

OCWUT and The City shall have the right to examine books, papers and records of the Contractor relative to all aspects of the Agreement awarded. Failure to provide the requested information may result in termination of the Agreement. This right to audit only affects Agreement compliance as a result of this Agreement and does not apply to vendor records beyond scope of Agreement.

## **12. Miscellaneous.**

(a) **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

(b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

(c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized collection services, therefore Contractor may not assign this Agreement in whole or in part without the prior written consent of OCWUT. In addition, Contractor agrees that the Contractor's Manager may not be removed or

replaced without the express written consent of OCWUT's Contract Administrator or designee.

(d) **Venue and Applicable Law.** OCWUT and Contractor hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The Contractor irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

(e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(g) **Amendments.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto. However, OCWUT's Contract Administrator, or designee in his discretion, is authorized to revise or modify the Scope of Services, and the Schedule of Pricing on behalf of OCWUT.

(h) **Entire Contract.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(i) **Time is of Essence.** Both OCWUT and Contractor expressly agree that time is of the essence with respect to this Agreement, and the time for performance of each service shall be made a part of the Agreement and shall be strictly observed and enforced. Any failure on the part of the OCWUT to timely object to the time of performance shall not waive any right of OCWUT to object at a later time.

(j) **Upgrades and Substitutions.** During the performance of this Agreement, if any software named in this Agreement is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of OCWUT's Contract Administrator or designee, and implemented by Contractor for no increase in costs or fees.

(k) **No Extra Work.** No claims for extra work, services, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon OCWUT unless such services, work, or deliverable is first requested and approved in writing by the OCWUT's Contract Administrator or designee. Provided however, OCWUT may contract separately in writing for such additional work or services at a rate or price as the parties may in their discretion agree.

(l) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

**To Contractor:**

Cascade Engineering, Inc.  
Matt Maes, National Municipal Sales Manager  
5175 36<sup>th</sup> Street SE  
Grand Rapids, MI 49512  
Telephone: 507-514-1499  
Fax: 616-975-4902

**To OCWUT:**

OCWUT Secretary  
200 North Walker Ave, 2nd Floor  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 297-2391

And

Chris Browning, Director of Utilities  
420 W. Main Street, Ste. 500  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 297-2422

And

Steven Baker, Unit Operations Supervisor  
**Cart Delivery**  
11501 N. Portland,  
Oklahoma City, Oklahoma 73120  
Telephone: (405) 297-3993

**13. Nondiscrimination**

In connection with the performance of services and deliverable under this Agreement, Contractor agrees as follows:

(a) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Contractor shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.

(b) In the event of Contractor 's noncompliance with this nondiscrimination clause, this Agreement may be suspended, canceled or terminated by OCWUT. OCWUT may declare Contractor ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by Contractor.

(c) Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Agreement.

**14. Anti-collusion.**

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Contractor to solicit or secure this Agreement. Contractor further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**15. OCWUT's Responsibilities.**

(a) OCWUT shall only provide such resources to assist Contractor as expressly set forth in Attachment "E".

(b) All financial obligations of OCWUT under this Agreement shall be solely the obligations of OCWUT and not the obligation of The City of Oklahoma City regardless of how stated herein.

**16. Insurance.**

(a) Contractor shall obtain and provide OCWUT with a copy of the certificate of insurance and shall maintain such insurance throughout the term of this Agreement as required and in the form and in the amount set forth in **Attachment "G"** which is incorporated herein by reference.

(b) Contractor shall be responsible for providing OCWUT actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this Agreement at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.

(c) Should any insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then OCWUT may terminate this Agreement for cause and in addition

regardless of whether OCWUT terminate this Agreement, Contractor shall also be liable and responsible for any claim by OCWUT on their own behalf or on behalf of another, for:

- (1) any loss or damages, including direct, indirect, and consequential;  
and
- (2) any cost or expense, including attorney fees, court costs and administrative expenses; and
- (3) any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

(d) OCWUT reserves the right to withhold payment of any funds otherwise due Contractor to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy *but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.*

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**

This Professional Service Agreement was approved by  
Cascade Engineering, Inc. as the  
Contractor this 15th day of June, 2023.

Attest:

  
Scott Downer  
Director, Sales - Cascade Cart Solutions

By Ashlee Haynes  
Print Name Ashlee Haynes  
As Customer Relations Supervisor

By Laura Mckkes  
Print Name Laura Mckkes  
As Senior Sem Specialist

STATE OF Michigan )  
COUNTY OF Kent )

SS.

The foregoing instrument was acknowledged before me this 15th day of  
June, 2023 by Scott Downer, as  
Director, Sales - Cascade Cart Solutions  
of Cascade Engineering, Inc. herein the Contractor.



Notary

(Seal)

My Commission Expires: 1/5/2028

My Commission Number: N/A

Sara K Merrill  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF KENT  
My Commission Expires January 5, 2028  
Acting in the County of Kent

**APPROVED** by the Oklahoma City Water Utilities Trust this 12TH day of  
SEPTEMBER, 2023.

Attest:

**OKLAHOMA CITY WATER  
UTILITIES TRUST**

Amy K Simpson  
Secretary



J D Cook  
CHAIRMAN

**CONCURRED** by the City of Oklahoma City this 26TH day of

SEPTEMBER, 2023.

Attest:

**THE CITY OF OKLAHOMA CITY**

Amy K Simpson  
City Clerk



David Holt  
Mayor

REVIEWED for form and legality.

Craig B Keith  
Assistant Municipal Counselor



**INCUMBENCY CERTIFICATE OF CASCADE ENGINEERING, INC.**

I, DiAnna L. Stephens, do hereby certify that I am the duly elected and acting Assistant Secretary of Cascade Engineering, Inc. (the "Company"), and that the following individuals have been given the authority by the Company's Board of Directors to bind the Company under contracts entered into on behalf of the Company:

<u>Name</u>	<u>Title</u>
Christina Keller	Chair & Chief Executive Officer, Cascade Engineering & President of Noble Polymers, LLC
Fred P. Keller	Founder
Gregory Bylsma	President
Kenyatta Brame	Executive Vice President, Chief Administrative Officer & Secretary
Eric Van Namen	Chief Financial Officer & Treasurer
Steve Bushong	Vice President, Operations
DiAnna Stephens	Vice President, Legal and DBS Systems & Assistant Secretary
Rich Brouckaert	Director of Sales, Automotive & Power Sports
Scott Downer	Director of Sales, Cascade Cart Solutions
Carl Miller	Sr. Director, Supply Chain Management
Jeff Yost	Director, Operations

 8/17/2023  
DiAnna L. Stephens Date  
Vice President, Legal & DBS Systems and Assistant Secretary

# **Professional Service Agreement**

## **Attachments**

**The following Attachments are incorporated by reference into the Agreement by and between OCWUT and Contractor and shall have the priority and precedence as first set forth in paragraph one of this Agreement.**

**The Attachments include:**

- **Attachment “A” (“Scope of Services”),**
- **Attachment “B” (“List of Services and Deliverables”),**
- **Attachment “C” (“Contractor’s Management Team and OCWUT’s Administration Team”),**
- **Attachment “D” (“OCWUT’s Resources”),**
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