



Topic: **Authority Board Agenda Item 1.5**

2020 July 22

Subject: **Consulting Service Agreements Terms and Conditions**

Requested Action:

Consider approval of the revised changes to the Authority Consulting Services Agreement.

Detailed Description/Background:

The Sites Project Authority's staff, in coordination with General Counsel, previously developed the Sites Standard Consulting Services Agreement which has been used as the standard contract for consultant services since July 2018.

Recently a need was determined to expand compliance with all applicable laws, specifically incorporating any agreement and agreement amendments between the Authority and a state or federal agency funding agreement into the agreements of the Authority's consultants. Attachment A covers the standard conditions in the consulting agreements. Similar provisions will be added to agreements with other service providers where state and/or federal funding is involved.

Prior Action:

At the July 20, 2018 Reservoir Committee meeting, the Sites Consulting Services Agreement was approved.

Fiscal Impact/Funding Source:

The additional standard conditions are not expected to increase costs for consulting services since the consultants working on the Sites project also perform work for State and Federal agency's which means they already have workplace programs in place to meet these requirements.

Staff Contact:

Joe Trapasso

Attachments:

Attachment A: Proposed Language Revisions.



ADDITIONAL LANGUAGE TO AUTHORITY CONSULTING SERVICES AGREEMENT July 2020

Minor language additions to the Authority's Standard Consulting Services Agreement are in red which has been approved by Authority legal counsel.

1. Services g. Use of Employees, Subconsultants and Subcontractors. Consultant shall furnish sufficient qualified personnel necessary to perform the Services and shall provide and employ all required equipment, materials and supplies necessary to perform the Services in accordance with the completion schedule for the Services. Any subconsultant or subcontractor that will provide services shall be listed in the Task Order with a corresponding Hourly Rate Schedule. Consultant shall not commission the services of any new or additional subconsultant or subcontractor without the approval of the Authority, which approval the Authority may withhold or condition in its reasonable discretion to ensure adherence to the terms and conditions of this Agreement, and which approval shall, if granted, be memorialized in the form of a Change Order. Consultant shall determine the method, details, and means of performing the Services and may at its own cost, employ such employees, subconsultants and subcontractors as it deems necessary to perform the Services. Authority may not control, direct or supervise Consultant's employees, subconsultants or subcontractors in the performance of the Services, and Authority shall not be liable for any expenses or costs relating to Consultant's employees, subconsultants or subcontractors unless Authority has agreed in writing, prior to the time such expenses or costs are incurred, to reimburse Consultant for such expenses. Consultant shall ensure that any contract entered into with any subconsultant or subcontractor is expressly subject to all applicable terms and conditions of this Agreement, which applicable terms and conditions include, without limitation, those governing insurance, **applicable laws**, indemnification, ownership of work product, confidentiality and conflicts of interest.

8. Compliance with Laws. The Services shall conform to the requirements of all governmental agencies having jurisdiction over the Services. Consultant shall also comply with all federal, state and local laws, ordinances, rules, regulations and orders applicable to the performance of its obligations under this Agreement, including all licensing requirements and occupational, health, safety, employment and environmental laws. **Such applicable laws, ordinances, rules, regulations and orders shall include, without limitation, those that are specifically incorporated into any agreement between Authority and a state or federal agency pertaining to the Services, which agency agreement and any amendments thereto the Authority will provide to Consultant following their execution.** Consultant shall bear all costs, expenses and liabilities related to any changes in the Services to conform to such laws, ordinances, rules, regulations and orders.