



Sites Project Authority

Request for Proposals Construction Office Lead RFP No. 25-01

**Proposal Submittal Deadline
February 3, 2025
Noon Pacific Standard Time (PST)**

**Form of Submission
Electronic Submittal Only**
jrobinette@sitesproject.org

Contact Person
JP Robinette
Engineering and Construction Manager
Sites Reservoir Project
jrobinette@sitesproject.org

1.0 Overview/Background

The Sites Project Authority (Sites Authority) is soliciting Request for Proposals (RFPs) from independent contractors and/or firms (each a Respondent) interested in providing construction office lead services for the implementation of the Sites Reservoir Project (Project) - a proposed 1.5 million acre-foot off-stream reservoir located approximately 10 miles west of the town of Maxwell, California.

The Sites Authority intends to award a contract to a well-qualified and cost-effective independent contractor and/or firm that demonstrates extensive suitable experience with providing, among other things, construction management services (duties to be performed would be similar those performed by a construction department Manager/Supervisor in a California utility. These services are required to support the Sites Authority's current and future needs, which are primarily focused on the development and operation of an off-stream surface water storage project serving water agencies across the State along with the State and Federal government. The intent is to contract with a single person or firm for the entirety of the services. However, the Sites Authority reserves the right to enter multiple contracts depending on the final evaluation of the respondents.

The objective of this scope of services is to fill a critical new management-level position within the engineering and construction management team being created to assist in the construction of the Project. The position serves in a staff-type, owner role and initially will primarily develop construction management, quality assurance, safety oversight, contract administration, and field engineering standards with support of various key consultants and support contractors. The detailed scope of services anticipated for this position is addressed in Section 2.0, with a description of roles and responsibilities attached as Attachment A. A current organization chart of the engineering and construction team is attached as Attachment B. A potential future organization chart during construction is also attached as Attachment C to illustrate the expected changes to the duties of this position which are expected to occur over the next 3 to 5 years. The Construction Office Lead is envisioned to evolve into the position shown on the future organization chart as the Field Office Manager.

The Construction Office Lead (COL) will report to the Engineering and Construction Manager and be part of the Engineering and Construction Management team. This team works closely with other departments led by the Executive Director, including Environmental Planning and Permitting, Finance, and External Affairs. To support construction management efforts, the Sites Authority has contracted various services, including program integration support with HDR, project controls support with Brown and Caldwell, Conveyance engineering services from Jacobs, Reservoir and Roads engineering services from AECOM, field exploration services with Fugro, and construction legal services from Best, Best, & Krieger.

The Sites Authority is in the process of procuring a Construction Manager at Risk (CMAR) for the Reservoir and Roads package, valued at approximately \$3B. This process involves a two-step selection: first, a Request for Qualifications (RFQ) to shortlist candidates, followed by a Request for Proposals (RFP) to select the final CMAR contractor based on both qualifications and price considerations. The Sites Authority plans to begin the procurement in early 2025 and finalize negotiations with the selected contractor in Q3, 2025.

The COL will provide support as needed in the selection process for the Reservoir CMAR. Their role may include:

- Assuring construction management considerations are included in the development of procurement documents.
- Assisting in the review of technical qualifications of potential CMAR candidates.
- Supporting the evaluation team by providing insights on construction methodologies and risk mitigation strategies.
- Contributing to the development of construction-related evaluation criteria.
- Developing and implementing a plan for securing necessary resources for owner support during construction.

The COL will assist in the CMAR procurement, leveraging their expertise to enhance the selection process while adhering to the Sites Authority's established procurement procedures.

The Sites Authority has yet to contract for construction quality management services, safety management services, or other construction support services. The COL will provide strategies in these areas and will be involved in the procurements for these services.

Project Governing Structure and Support Services

The Sites Authority is a joint exercise of powers authority formed on August 26, 2010, pursuant to Government Code Section 6500 *et seq.* The Sites Authority is governed by a 9-voting member Board of Directors, including several local water agencies and Colusa and Glenn counties. The Sites Authority receives advisory support from the 22 local water agencies located statewide (the Reservoir Committee, also referred to as Participants) who have entered into Project agreements to advance the Sites Project. The Sites Authority has an adopted 2020 Strategic Plan that guides the project team's implementation of the project. The Strategic Plan includes vision, mission and values that the Authority seeks to uphold and expects all of the project team members to buy-in to and adhere to in their daily work on the project. The organization's vision, mission and values are attached as Attachment D.

The contract will be between the independent contractor or firm and the Sites Authority. The Sites Authority does not currently have employees and contracts for all services related to the development of the Project. The Sites Authority's Executive Director (an independent contractor) reports to the Authority Board and is responsible for developing the Project.

1.1 The Project

The Sites Reservoir is located 10 miles west of the town of Maxwell in rural Glenn and Colusa counties. This Project will be up to a 1.5 million acre-foot off-stream surface water storage facility. It will divert stormwater flows from the Sacramento River, after all other water rights and regulatory requirements are met, for subsequent release for environmental use and use by California communities, farms and businesses when called upon, primarily planned for use in drier years. It will be the state's 8th largest reservoir and 2nd largest off-stream reservoir when built and would increase surface water storage in the Sacramento Valley in the range of 15%. For additional Project location and other Project information please visit the Project website www.sitesproject.org.

The Project expects to achieve an “investor commitment” milestone signifying the transition from Phase 2 (Planning) to Phase 3/4/5 (Final Design, Construction, Operations) within the next 18-24 months, following receipt of a water right permit from the State Water Resources Control Board. The Project is funded through cash contributions from the 22 public agencies, dues from the 11 Authority Board members, and reimbursements from State and Federal funding agreements. Upon transition to Phase 3/4/5, the project funding is expected to be financed mostly from loan agreements that are yet to be executed. The 2023 Audited Financial Statements and Single Audit are available here: <https://sitesproject.org/financial/>.

The Project is a large capital project that over the past few years has gained momentum and is on a fast-track to get operationally complete by the end of 2032. Late 2023, the Sites Project was determined by the Governor and California Legislature to be a critical piece of new water infrastructure, which qualified certain project activities for special judicial streamlining and permit expediting. Given these and other factors, the work environment is fast-paced and dynamic, requiring a COL who can be strategic and thoughtful while also rolling up their sleeves and performing any task needed to keep important project elements on track and progressing. The Sites Authority will be a new public water agency, and the COL will play a key role in developing the systems and processes that will set the course of the Sites Authority's future operations.

In addition to quickly becoming familiar with the day-to-day activities, systems and processes that are already in place around finance and cost control, a key part of the need for the position is to bring an individual into the organization who can look ahead, identify and then implement the critical elements of construction management that are lacking and will be needed to ramp up with the project implementation. Some of the early tasks that have been identified include:

- Develop Construction Management and Inspections Contracting standards.
- Develop Construction Quality Management standards.
- Develop Construction Safety Management standards.
- Develop construction standards, business processes, tools, and systems.
- Develop and implement approaches for mitigating the Sites Authority's construction risk.

- Assist the team as directed in the completion of agreements and approvals needed to achieve investor commitment, supporting Storage Partners in their investment decision making, and getting ready for initiating construction.
- Assist in the procurement of construction contractors, beginning with the Reservoir and Roads CMAR.
- For all the above, leverage the experience of the existing consultant team, our Participants, and other major infrastructure projects.

2.0 Anticipated Scope of Services and Minimum Requirements

- See Attachment A for a description of the roles and responsibilities of the position. This will serve as the scope of services for the contract, with revisions as needed.
- The expected level of effort for these services is 1.0 full-time equivalent. If proposed as an independent contractor, the individual is expected to have already been established as a business entity. If proposed as a firm, it is expected there would be a dedicated individual assigned to perform the duties and would be “firewalled” from the firm through alternate contract terms. The individual may draw from others within the firm for support. However, the approach must, at a minimum, dedicate the individual to Sites Authority staff.
- The work location is generally remote, with in-person attendance required for all monthly board meetings in Maxwell, CA, and other in-person meetings as determined to be necessary and held in various locations, mainly within California. Upon completion of investor commitment, it is expected this position will need to be located in proximity to Maxwell and will need to work out of the Maxwell office and be present on the jobsite daily during construction.
- The minimum qualifications are as follows:

Any combination of experience and training that would provide the required knowledge and abilities qualifies. A typical way to obtain the required knowledge and abilities would be:

Education: Bachelor's degree from an accredited college or university with major coursework in civil engineering, construction management, or a related field. Advanced degree preferred.

Experience: Minimum of 10 years of progressively responsible experience in construction management for large-scale infrastructure projects, including 4 years in a management role. Experience with public water projects and familiarity with state and federal regulations is highly desirable.

Knowledge, Skills & Abilities:

- Extensive knowledge of construction management principles, practices, and methodologies for large-scale infrastructure projects, particularly in the water sector.
- Proficient in construction contract administration, quality assurance/quality control processes, and safety management in construction environments.
- Strong understanding of construction estimating, scheduling, and cost control techniques.
- Familiarity with various project delivery methods, including CMAR, and ability to develop effective procurement strategies.
- Knowledge of relevant local, state, and federal laws, regulations, and building codes pertaining to construction projects.
- Ability to develop and implement construction management strategies, standards, and processes for a multi-billion dollar project.
- Skilled in risk assessment and mitigation strategies specific to large-scale construction projects.
- Proficiency in using construction management software and tools for project planning, scheduling, and monitoring.
- Strong leadership skills with the ability to build, manage, and motivate high-performing teams.
- Excellent communication and interpersonal skills, with the ability to effectively collaborate with diverse stakeholders, including board members, contractors, consultants, and regulatory agencies.
- Demonstrated ability to make sound decisions in complex situations and provide strategic guidance on construction-related matters.
- Strong analytical and problem-solving skills, with the ability to develop innovative solutions to construction challenges.
- Proven track record in successfully managing large budgets and resources in a construction environment.
- Ability to adapt to changing project needs and implement best practices in construction management.

3.0 General Proposal Requirements

The Request for Proposal (RFP) 25-01 issue date is January 2, 2025. Prospective RFP respondents may submit written questions about this RFP via email to: irobinette@sitesproject.org.

Receipt of the following material in a proposal by the respondent is required by Noon on February 3, 2025 for a respondent to be considered:

The proposal shall include the following:

- Letter of interest referencing RFP No. 25-01.
Sections: Entire proposals are limited to no more than 5 pages (page size of 8.5 by 11 and 11-point font minimum) not including transmittal letter, inclusive of the following information at a minimum.
 1. Resume and contact information.
 2. List five relevant work-related references to these services (who will not be contacted until after an interview).
 3. Disclosure of real or perceived conflicts and approach for addressing.
 4. Identify any proposed contract exceptions and confirm the ability to fulfill insurance and indemnification contract requirements.
 5. Proposed Billing Rates (these services are intended to be paid on a fully loaded retainer basis, i.e., dollars per month).

4.0 Proposed Contract, Duration of the Contract and Future Considerations

The Sites Authority plans to execute a contract with a term expected to commence on or about April 1, 2025. The proposed contract is attached as Attachment E. The Sites Authority expects the initial term of the contract to be through mid to end of 2026 to correspond to the currently planned completion of Phase 2 of the Project. It is anticipated that the position would continue into Phase 3/4/5, which is expected to immediately follow the completion of Phase 2 and continue at least through the approximately 7-year construction of the Sites Reservoir Project. The contract includes conditions under which the contract can be terminated, including termination for convenience by the Sites Authority upon 30 days' notice.

5.0 Evaluation and Selection Procedure

An evaluation team comprised of the Sites Authority Executive Director and Authority's Agents will evaluate each submitted proposal relative to the completeness of the submitted proposals and the criteria listed below. The evaluation team anticipates conducting interviews of a single or multiple Respondents.

After interviews, the evaluation team will identify the best qualified proposer and negotiations of a contract will be initiated. If acceptable terms and conditions with the selected independent contractor/firm cannot be reached in a timely manner, the Respondent ranked second will be contacted to begin negotiations. However, the Sites Authority is not bound to accept the recommendation or award the contract to the recommended or second recommended Respondent. The evaluation team's recommended Respondent following successful negotiations will be presented to the Sites Authority Board to approve and execute the negotiated contract.

The Sites Authority reserves the right to select the Respondent which in its sole judgment best meets the needs of the Sites Authority.

The Sites Authority will evaluate submitted proposals and interviews based on the criteria below, with weightings among the criteria as shown.

- Relevant and applicable experience and qualifications of the Respondent. (35%)
- Demonstrated past performance of the Respondent in effectively working with project teams and delivering required services within schedule and budget that meet the results needed to achieve the Sites Authority's needs. (25%)
- Considerations for other unique qualifications or experiences the Respondent has that would enhance the ability to perform the role and contribute to the leadership team being successful. The ability to fit with the existing team and Board members will be a consideration, along with how the individual's values align with the organization's values. (30%)
- Consideration for Respondents proposed changes to the contract. (10%)

Consideration of proposed billing rates and fee table will occur separately from the qualifications evaluation but are a consideration in determining the best qualified Respondent.

6.0 Tentative Schedule

Proposals are due on February 3, 2025, at Noon, PST. Proposals received after this time will not be accepted. In addition, after receipt of a Respondent's proposals, no additional version of the Respondent's proposal will be accepted.

Contact Person

JP Robinette
Engineering and Construction Manager
Sites Reservoir Project
jrobinette@sitesproject.org

Tentative Solicitation Schedule (subject to change)

Activity	Date
Release of RFP and posting to Sites Authority website.	January 2, 2025
Proposals due to Sites Authority.	February 3, 2025
Selected Respondent(s) interviews held.	During the week of February 17, 2025
Conclude negotiations of Contract terms with highest rated Respondent.	March 7, 2025
Sites Authority Board meeting to consider approval of contract.	March 21, 2025
Initiate Start of Contract.	~ April 1, 2025

7.0 Solicitation Disclaimer

The Sites Authority reserves the right to reject any and/or all responses, negotiate with any Respondent that submits a response, or waive any informality or irregularity. All proposals become the property of the Sites Authority upon submission. The costs of preparing proposals and participating in discussions are at the sole expense of the Respondent.

8.0 Additional Information

For more information on the Sites Authority, please visit <https://www.sitesproject.org/>.

Attachment A

Construction office Lead AMENDMENT 3 – SCOPE OF SERVICES SITES RESERVOIR PROJECT

Reports To:

Engineering and Construction Manager

Functions Reporting to Position:

TBD but will likely include Construction Management, Inspections, and Estimating

Committee/Working Group Staff Lead :

NA

Roles & Responsibilities:

The Construction Office Lead (COL) reports to the Engineering and Construction Manager and is a key member of the Engineering and Construction Management team. The COL lead will be an owners representative leading a team of consultants that provide support services in the construction management area. The COL is responsible for overseeing and managing on behalf of the owner all aspects of the project's construction functions, ensuring its successful execution and completion within the established parameters and consistent with the Authority's values.

As part of the Engineering and Construction Management team, the COL plays a crucial role in decision-making and trade-offs from the perspective of the total project. The position works with other owner representatives to ensure the project is implemented consistent with the values of the Sites Project Authority and continually focuses those working on the construction management of the Project on what accomplishes the Authority's Strategic Plan. The COL must assess and prioritize multiple interests to align the construction team around creating a project that delivers expected benefits, within the planned schedule and budget, and makes all involved proud. While working under the Engineering and Construction Manager, the COL may be authorized to communicate on behalf of the team and can have certain authorities delegated to them as needed for efficient project execution.

Roles and responsibilities of all Office Leads

Office Leads within the delivery organization play a crucial dual role in our engineering and construction executive team. It is expected that Office Leads develop systems and delegate responsibilities and authorities to allow for a roughly 40-60 split between A role and B role respectively.

A Role - Office Leadership: Serve as a key member of the Engineering and Construction executive team, acts as an owner representative, develop and implement strategies for coordinating the efficient on-schedule and on-budget delivery of a multi-billion public infrastructure project to the highest standards. This includes participating in Program delivery strategy development, long-term planning, and ensuring alignment with organizational goals and public interests.

B Role - Departmental Management and Delivery Excellence

Department Management: Responsible for the overall management and development of their respective offices or departments. This involves:

- Resource Management: Oversee staffing, allocation, and professional development of team members and developing resource “pools.”
- Standards and Processes: Develop, implement, and maintain best practices and standard operating procedures.
- Tools and Systems: Identify, implement, and optimize tools and systems to enhance departmental efficiency.
- Cross-functional Collaboration: Work closely with other office leads to ensure seamless integration across the project.

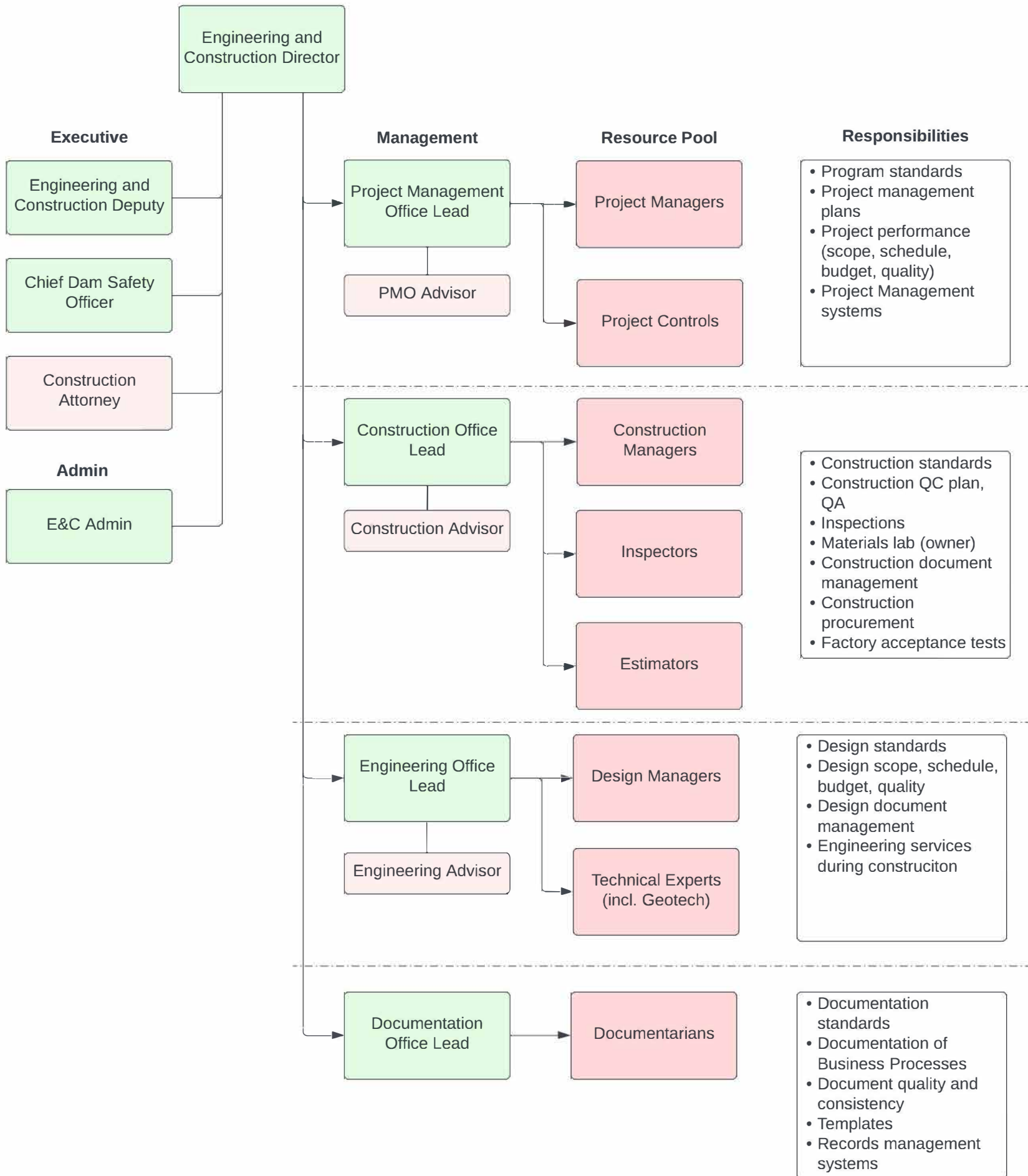
Delivery Excellence: Lead and oversee the planning and execution of assigned activities with a focus on innovation, sustainability, and public value. This involves:

- Strategic Management: Develop and implement strategies to optimize project outcomes, considering public agency requirements and stakeholder expectations and leveraging the experience of the Project team and other multi-billion dollar public infrastructure projects.
- Performance Oversight: Ensure adherence to rigorous quality standards, safety protocols, and regulatory compliance while managing schedules and budgets.
- Stakeholder Engagement: Foster effective communication and collaboration with government entities, community stakeholders, and industry partners.
- Risk Mitigation: Identify, assess, and manage project risks to ensure successful delivery and protect public interests.

Specific responsibilities of the Construction Office Lead in Phase 2

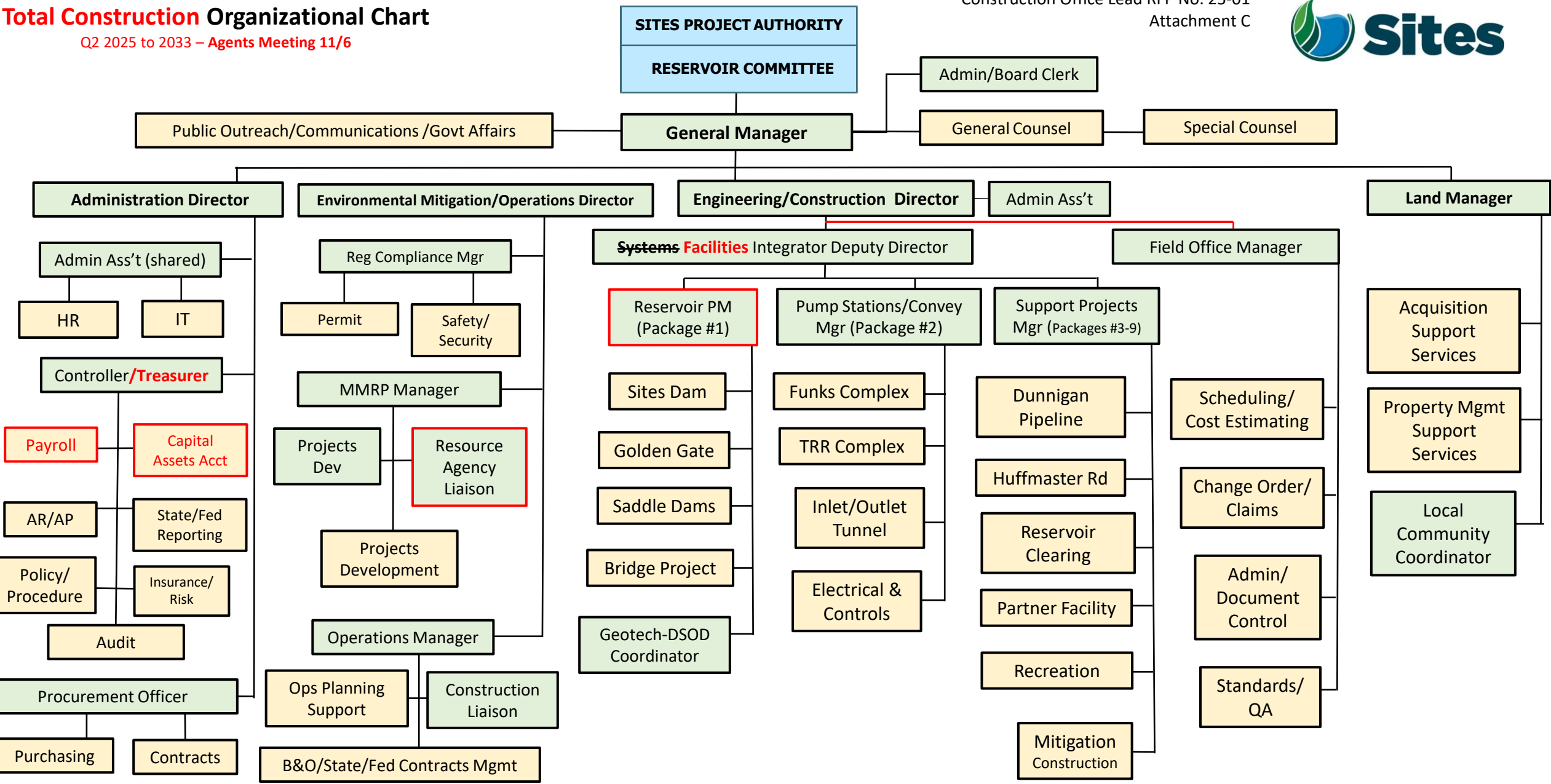
- Develop Construction Management and Inspections Contracting standards.
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- Assist the team as directed in the completion of agreements and approvals needed to achieve investor commitment, supporting Storage Partners in their investment decision making, and getting ready for initiating construction.
- Assist in the procurement of construction contractors, beginning with the Reservoir and Roads CMAR.
- For all of the above, leverage the experience of the existing consultant team, our Participants, and other major infrastructure projects.



Total Construction Organizational Chart

Q2 2025 to 2033 – Agents Meeting 11/6



FTE

 Consultant

Total Authority FTEs = ~~21~~23

Sites Project Authority: Mission, Vision, Values, & Goals

OUR VISION

Affordable water sustainably managed for California's farms, cities, and environment for generations to come.

OUR MISSION

The Sites Project Authority will build and operate a climate-resilient, 21st Century water storage system to responsibly manage and deliver water, improve the environment, and provide flood control and recreational benefits.

OUR VALUES

To fulfill its mission, the partners and staff of the Authority uphold these central values:

- **Safety.** Design, construction, and operation of the reservoir will satisfy all federal, state, and local requirements and exceed standards for public safety and security.
- **Trust and Integrity.** The Authority is committed to operating with integrity, thoughtful information and analysis, and open and transparent communications and decision-making.
- **Respect for Local Communities.** The Authority recognizes the significant contributions of local Sacramento Valley landowners and communities and will be a respectful, supportive partner and be a good neighbor throughout the project.
- **Environmental Stewardship.** The Authority views itself as a partner with the environment with a firm duty to act as a responsible steward of natural resources.
- **Shared Responsibility for Shared Benefits.** Decisions and actions will rely on a collaborative, inclusive approach that honors, balances, and leverages the active roles and contributions of partners, stakeholders, and ratepayers.
- **Accountability and Transparency.** Efficiency, fiscal responsibility, equitable cost allocation, and transparency will guide the decisions, expenditures, communications, and activities of the Authority.
- **Proactive Innovation.** A nimble, responsive culture will be cultivated to provide innovative solutions in delivering the reservoir's multiple benefits over the next century and beyond.
- **Diversity and Inclusivity.** In carrying out its mission, the Authority will foster inclusion, respect, and appreciation for the state's diverse demographics and geographies to create a project serving all of California.

**SITES PROJECT AUTHORITY AND
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“**Agreement**”) is by and between the Sites Project Authority (“**Authority**”), with its principle place of business at 122 Old Highway 99 West, P.O. Box 517, Maxwell, CA 95955 and _____ (“**Contractor**”), with its principle place of business at _____. The Authority and Contractor may individually be referred to as a “**Party**” or collectively referred to as “**Parties**”.

RECITALS

- A. The Authority has as its mission to be a proponent and facilitator to design and potentially acquire, construct, manage, govern, and operate Sites Reservoir and related facilities; to increase and develop water supplies; to improve the operation of the state’s water system; and to provide a net improvement in ecosystem and water quality conditions in the Sacramento River system and the Delta (“**Project**”);
- B. The Sites Reservoir has been identified by the State of California and the federal government as an important component of integrated water management in the Sacramento River watershed and could support the state’s co-equal policy to improve water management and restore the ecological health for beneficial uses of the Sacramento-San Joaquin Delta and Sacramento River watershed;
- C. The Authority wishes to obtain professional services for the position of _____ and, as a result, desires to engage the Contractor to provide the professional services described herein (the “**Services**”) in fulfillment of the Project; and
- D. Contractor desires to provide the Services subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the articles contained in this Agreement, the Authority and Contractor agree as follows:

AGREEMENT

ARTICLE 1: TERM OF AGREEMENT

- a. This Agreement shall become effective on _____ (“**Effective Date**”), and shall remain in full force or effect until _____, or until the earlier termination of this Agreement in the manner provided for herein (the “**Term**”).
- b. The Term may be extended upon terms mutually agreed upon by the Parties. In order to



extend the Term, a Party must communicate its interest in an extension no less than sixty (60) days prior to the expiration of the initial Term or any extended Term.

- c. Either Party may terminate this Agreement at any time with or without cause, by giving sixty (60) days' written notice to the other Party of the termination.
- d. The Authority may terminate this Agreement at any time prior to the expiration of the Term without notice if the Contractor commits any material act of dishonesty, discloses confidential information, is guilty of gross carelessness or misconduct, or unjustifiably neglects their duties under this Agreement, commits any material breach of the terms of this Agreement or acts in any way that has a direct, substantial, and adverse effect on Authority's reputation. If the Authority terminates for cause due to Contractor's material breach of this Agreement, the Authority shall only be liable to compensate Contractor for Services provided up to the date of Contractor's receipt of the Authority's notice of termination.

ARTICLE 2: SCOPE OF SERVICES

This Agreement assigns the following responsibilities to each of the Parties:

- a. Statement of Standard Services is attached as **Exhibit A** and incorporated herein.
- b. Contractor shall determine the method, details, and means of performing the Services and otherwise upholding its obligations under this Agreement. Unless specifically requested by Authority in the case of a meeting, Contractor shall be generally available to the Authority but is not required to perform the Services during a fixed period of time.
- c. Contractor shall provide supplies necessary to perform the Services. However, Contractor may rely on Authority staff and other consultants retained by the Authority to perform (a) office management functions; (b) dedicated administrative and support functions; and (c) technical functions.
- d. Contractor's performance of the Services at the direction of the Authority's Executive Director, however all contract terms and conditions are subject to Authority Board approval.
- e. Nothing contained in this Agreement shall limit the ability of Contractor to perform the same or similar duties to the Services for any other authority, entity, or organization (each a "**Third Party Client**") other than Authority; provided, that Contractor shall inform the Authority in writing of any existing and future Third Party Client, and shall not perform services for a Third Party Client if they unreasonably interfere with Contractor's performance of the Services to Authority as required under this Agreement or create a conflict of interest for Contractor. Consistent with the foregoing, Contractor shall not advocate for other clients in a manner that would result in the communication of any position in any public forum that is contrary to the Authority's interest.
- f. Contractor shall perform the Services in a manner consistent with the degree of skill and care



ordinarily exercised by practicing professionals performing similar services in California, relating to a project site comparable to the Project and under the same or similar circumstances and conditions as those concerning the Project.

- g. Without limiting any other terms or conditions of this Agreement, the CONTRACTOR agrees to adhere to the Employment-Related Provisions of the State and Federal Funding Agreements.
- h. Whether or not it is a condition of this Agreement, the CONTRACTOR shall attend and complete ethics and sexual harassment training that is commonly attended by public agency staff.

ARTICLE 3: STATUS

- a. **Status as Independent Contractor.** Contractor will act as an independent Contractor of the Authority in the performance of the Services under this Agreement. The Contractor will be responsible for the payment of all applicable federal, state, and local taxes arising out of or related to Contractor's Services for the Authority. Contractor further agrees to defend, indemnify, and hold the Authority harmless as to any claims or causes of action related to the payment of any federal, state, and local taxes for which Contractor is responsible. Nothing contained in this Agreement shall constitute or be deemed to create between the Authority and Contractor the relationship of employer/employee, it being expressly understood and agreed that the only relationship between Contractor and Authority created herein shall be that of an independent Contractor. Without limiting the foregoing, Contractor is not entitled to any rights or benefits afforded to Authority's employees, if any, including disability or unemployment insurance, workers compensation, medical or life insurance, vacation, holidays, personal leave or any other employment benefit that Authority may provide to its employees from time to time.
- b. **Subcontracting.** Contractor shall not employ independent consultants, associates, or subcontractors to assist in the performance of Contractor's duties hereunder without the prior written consent of the Authority. As to any such subcontract to which Authority has not granted its express prior written consent, Authority shall not have any obligation to recognize, accept, compensate for, or otherwise assume any responsibility for it or for any work performed pursuant to it.

ARTICLE 4: FORCE MAJEURE

- a. Neither Party to this Agreement shall be liable for its failure to perform its obligations hereunder due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, earthquakes, acts of God and/or unusual acts of nature, acts in compliance with any law, regulation or order (whether valid or invalid) of the United States of America or any state thereof or any other domestic or foreign governmental body or instrument thereof



having jurisdiction in the matter. Delay occasioned thereby shall not be considered a breach of this Agreement.

ARTICLE 5: INDEMNITY AND LIMITATION OF LIABILITY

a. Indemnification:

- i. Contractor agrees to indemnify and hold harmless, but not defend, the Authority, its officers or directors, and any other entity or person for which Contractor is legally liable, from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys' fees, costs and expenses) to the extent caused by negligent acts, errors or omissions or willful misconduct of Contractor or of Contractor's agents, employees, representatives or shareholders in the performance of this Agreement. Contractor's liability under this Article is limited to the amounts recovered from the insurance that is provided for in **Article 6**.
- ii. The Authority agrees to indemnify and hold harmless Contractor, its shareholders, officers, directors and any other entity or person for which the Authority is legally liable, from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys' fees, costs and expenses), arising out of or in relation to this Agreement, the operations of the Authority or the Sites Reservoir Project; except to the extent such damages, losses, liabilities, judgments, settlements, expenses, and costs are caused by the negligent acts, errors or omissions or willful misconduct of Contractor or its shareholders, officers, directors, or agents in the performance of professional services under this Agreement.
- iii. **Waiver of Personal Liability**: It is intended by the Parties that Contractor's services in connection with the Sites Reservoir Project shall not subject Contractor's officers, directors or shareholders, to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Authority agrees that as Authority's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Contractor and not against individuals employed by Contractor and/or Contractor's shareholders, officers, or directors.

ARTICLE 6: INSURANCE

a. Contractor shall maintain the following insurance:

i. Commercial General Liability (CGL) Insurance:

Commercial General Liability Insurance, including coverage for bodily injury and property damage liability arising out of premises, operations, products, and completed operations in addition to advertising injury and personal injury liability coverage with a limit of \$1,000,000 per occurrence and \$1,000,000 general aggregate limit.



Non-owned and hired automobile liability coverage applies by endorsement to this policy with a limit of \$1,000,000 bodily injury and property damage per occurrence and \$1,000,000 general bodily injury and property damage aggregate limit.

With respect to the Services performed by Contractor, Contractor's Commercial General Liability policy shall be primary to similar insurance of the Authority and shall waive subrogation against Authority.

The Authority, and its directors, officers, and authorized agents shall be added as an additional insured by additional insured coverage endorsements CG 2010 04 13 and CG 2037 04 13, or equivalent additional insured coverage endorsements, on Contractor's Commercial General Liability insurance policy.

ii. Professional Liability Insurance:

If Authority determines in its reasonable discretion and consistent with industry standards that Contractor should obtain and maintain professional liability insurance, then Contract shall so obtain and maintain a \$1,000,000 per claim and \$1,000,000 annual aggregate limit professional liability insurance policy, with prior acts coverage sufficient to cover the services performed under this Agreement.

iii. Commercial Automobile Liability Insurance:

Contractor agrees to maintain Business Automobile liability insurance during the term of this Agreement, with a limit for property damage and bodily injury of \$1,000,000 per occurrence and \$1,000,000 general aggregate limit, together with an equivalent rider to the Commercial General Liability Insurance required in **Article 6.b.i** above for hired and non-owned automobiles.

iv. Workers Compensation Insurance:

When applicable, Contractor shall maintain Workers Compensation Insurance, including Employer's Liability, at a minimum limit acceptable to the Parties for all persons whom Contractor may employ in performing the Services. Such insurance shall be in strict accordance with the requirements of the most current and applicable Workers Compensation Insurance Laws in effect from time to time. Contractor shall furnish to Authority confirmation of Contractor's experience modification rate, which the Authority may request from time to time.

- b. Such policies shall, as applicable, contain or be endorsed with the provision that coverage shall not be cancelled by the insurance company in coverage without thirty (30) days prior written notice to the Authority.

ARTICLE 7: CONFIDENTIALITY AND PROPRIETARY INFORMATION

- a. Contractor acknowledges that it will be necessary for the Authority to disclose certain

confidential and proprietary information (the “**Confidential Information**”) to Contractor in order for Contractor to perform the Services under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this Confidential Information would irreparably harm the Authority. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any Confidential Information of the Authority without the Authority’s prior written permission except to the extent necessary to perform Services on the Authority’s behalf.

- b. The product of all Services performed under this Agreement (for purposes of this **Article 7**, the “**Work Product**”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Authority, and Contractor hereby assigns to the Authority all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Authority’s ownership in the Work Product.
- c. Upon expiration or earlier termination of this Agreement, Contractor shall turn over to the Authority all Confidential Information and Work Product in Contractor’s possession within ten (10) business days of the date of expiration or termination.
- d. For the period of two (2) years after expiration or termination of this Agreement for any reason, Contractor shall not interfere with any relationship between the Authority and any of its members, employees, consultants, agents, representatives or suppliers by persuading, enticing, or attempting to persuade or entice any such member, employee, consultant, agent, representative, or supplier to disengage from the Project.
- e. For the period of two (2) years after expiration or earlier termination of this Agreement for any reason, within a fifty (50) mile radius of the Authority’s main office or satellite office, Contractor shall not use or access the Confidential Information in any manner to solicit or attempt to solicit, either for itself or for a third party, any of the Authority’s members, consultants or employees with the intent or purpose of providing services to those members which are the same or similar as those provided to the Authority, or to offer employment or engagement to any Authority employee or consultant which is the same or similar as that provided by the Authority.

ARTICLE 8: COMPENSATION

- a. **Method of Payment.** The Authority shall pay Contractor for its services and project reimbursable- expenses in accordance with the following:
- b. **Compensation for Services.** Authority shall compensate Contractor for performance of the Services at a monthly rate equivalent to \$_____ per month.

- c. **Project-Related Business Travel & Expenses.** Authority agrees to provide office space to Contractor at the Authority's Main office in Maxwell, California, or such other main or satellite office as Authority may designate from time to time. Such office shall be referred to as Contractor's "Designated Office Location." On a monthly basis, Contractor may invoice the Authority for the authorized costs of business travel and expenses that the Contractor incurs in performance of the Services that originates at Contractor's Designated Office Location. Such authorized travel that is eligible for reimbursement does not include Contractor's travel to and from the Contractor's residence and Contractor's Designated Office Location.
- d. **Annual Review.** Authority will evaluate Contractor's performance under this Agreement at an annual review. The annual review is expected each September. As part of the annual review, the Authority will consider an adjustment of Contractor's compensation for Services, including a merit adjustment of Contractor's compensation for Services, including a merit adjustment and/or an index-based cost of living adjustment as the Authority determines appropriate.
- e. **Payment Process.** Contractor shall invoice the Authority for Services performed and reimbursable costs incurred on a monthly basis. Invoices shall be sent electronically to the Authority's Executive Director by the 15th of the month for the previous month's services. If approved by the Authority's Accounts Payable Approval Policy and Procedures, the amount of the invoice shall be paid to Contractor within 30 days. The Authority may reduce its payment of an invoice by the amount deemed by the Authority's Board to be in dispute until any such disputed item resolved between Authority and Contractor.

ARTICLE 9: DISPUTE RESOLUTION

- a. If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the Parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to a mutually agreed-upon arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

ARTICLE 10: MISCELLANEOUS

- a. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- b. **Amendment.** This Agreement shall not be amended except by written agreement signed by both Parties.
- c. **Successor and Assigns.** This Agreement and the covenants and conditions contained herein shall apply and be binding upon and inure to the benefit of the permitted administrators,

executors, legal representatives, assignees, successors, agents and heirs of each Party hereto.

- d. **Assignments**. This Agreement is not assignable by Contractor without the consent of the Authority, which consent the Authority may grant or withhold for any or no reason in its sole discretion. Any such purported assignment without prior written consent by the Authority shall be null and void. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge either Party from any obligation under this Agreement.
- e. **No Third-Party Beneficiaries**. Except for rights of indemnitees specifically referenced in this Agreement, no provision of this Agreement is intended to create or grant claims or rights of action against Authority for the benefit of any third parties.
- f. **Integration**. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Contractor's terms of service to the Authority. This Agreement supersedes all other prior or contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the Services of Contractor to the Authority, and it may not be contradicted by evidence or any prior or contemporaneous statements or agreements. To the extent the practices, policies, or procedures of the Authority, now or in the future, apply to Contractor and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.
- g. **Waiver**. A waiver by either the Authority or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- h. **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be and remain valid, binding and enforceable to the fullest extent permitted by law.
- i. **Counterparts**. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.
- j. **Notices**. Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as provided for in the opening paragraph of this Agreement, and are deemed given on the date they are provided (in the event of personal delivery or delivery by courier) or three (3) business days after being postmarked (in the event of mail delivery).
- k. **Representation by Attorney**: The Parties expressly represent and warrant that they have had the opportunity to receive, and/or have received independent legal advice from their respective attorneys with respect to the advisability and effect of entering into this Agreement.
- l. **Attorney's Fees**. In the event of litigation for breach of this Agreement, or arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's



fees, expert fees, and costs incurred.

- m. **Captions.** Any paragraph captions are for reference only and shall not be considered in construing this Agreement.
- n. **Authority to Enter.** The Parties each warrant and represent that they each have the authority to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of the Parties.

SITES PROJECT AUTHORITY

CONTRACTOR

By: _____

By: _____

Date: _____

Date: _____