



Sites Project Authority

Request for Proposals

Evaluation of Potential Fiscal Impact of Sites Reservoir Project on Maxwell Unified School District RFP No. 25-04

Submittal Deadline

July 31, 2025

2:00 p.m. Pacific Standard Time (PST)

Form of Submission

Electronic Submittal Only

[PlanetBids.com](https://www.planetbids.com)

To obtain information about projects out for bid, please log on to [PlanetBids.com](https://www.planetbids.com).
If you have not yet logged in to PlanetBids, you can [register for an account](#).

Contact

Procurement@sitesproject.org or Jerry Brown - jbrown@sitesproject.org
Sites Reservoir Project

1.0 General

The Sites Project Authority (Sites Authority) is currently seeking proposals from a highly experienced, qualified firm to perform independent technical demographic and economic analysis services. These services will be used to:

1. Determine the fiscal impact on Maxwell Unified School District (MUSD) due to student enrollment loss and permanent loss of service area territory, including the long-term implications of removing parcels from within the District's jurisdiction within the reservoir inundation area, considering both actual and latent effects stemming from over six decades of planning and development of the Sites Reservoir Project; and
2. Estimate the reasonably foreseeable positive and negative fiscal impacts on MUSD student enrollment across two future project phases:
 - i) Construction (2026-2032, seven years), and
 - ii) Reservoir Operations including Recreation (2033 and beyond).

2.0 Overview of the Sites Project

The Sites Reservoir will be located 10 miles west of the town of Maxwell, in rural Glenn and Colusa counties. The project includes 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 later release, supporting environmental needs as well as California communities, farms, and business, primarily during drier years. Once completed, it will be the state's eighth-largest reservoir and second-largest off-stream reservoir increasing surface water storage in the Sacramento Valley by approximately 15%. For additional Project location details and more information, please visit the Project website at 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 by 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. In November 2023, the Final Environmental Impact Report/Environmental Impact Statement was certified, and the project was approved by the Sites Authority. The Sites Project has also been determined by the Governor and California Legislature to be a critical piece of new water infrastructure for the State, which qualified certain project activities for special judicial streamlining and permit expediting. All of the CEQA related processes have been 100% complete.

3.0 Requested Fiscal Impact Analysis Services

The Sites Authority seeks the services of a highly qualified and experienced firm to conduct an independent technical analysis focused on understanding and quantifying the fiscal impacts of the Sites Reservoir Project on the MUSD student enrollment. This work must address both historical (actual and latent effects) and future (construction and operations) impacts related to changes in student enrollment and associated fiscal implications from the planning, development, construction and operation of the Project.

1. Historical Impact Assessment (1960s–Present): Actual and Latent Impacts

This task involves a retrospective analysis of how the planning, land acquisition, and perceived or actual development within the inundation area of the Sites Reservoir Project over the past sixty years may have contributed to enrollment declines in MUSD. The firm will be expected to:

- Quantify “actual” enrollment loss within the Project inundation area by incorporating interviews or data from local planning agencies, MUSD, realtors, or property owners in the area to understand the localized impacts based on quantitative and anecdotal evidence.
- Estimate “latent” enrollment loss within the Project inundation area that may have resulted from real or perceived land use constraints, housing development disincentives, or suppressed real estate activity in areas affected by the looming presence of the Sites Reservoir inundation area. Quantify enrollment loss by comparing historical enrollment trends in MUSD to other regional rural school districts in the North State with similar demographic and economic characteristics but without comparable infrastructure projects (i.e. potential comparator Elk Creek/ Stony Creek USD).
- Assess historical parcel-level zoning and land use constraints due to the project’s planning footprint and anticipated right-of-way acquisitions to evaluate long-term development suppression within the district boundary.
- Calculate historical loss in Average Daily Attendance (ADA)-based revenues resulting from these student losses.
- Assess the long-term implications of permanent loss of MUSD territory due to project footprint, including its effect on the District’s boundary integrity, community planning, and growth potential.

2. Forecast of Future Student Enrollment Fiscal Impacts During Construction (2026–2032)

This component of the study will evaluate how project construction may affect MUSD enrollment and associated finances over a seven-year period. The analysis should include:

- Potential temporary population increases due to the influx of construction workers and their families, including demand for short-term or rental housing within the district boundary. Include consideration for the Project avoidance and minimization efforts as follows:

- Designated construction workforce housing areas to reduce temporary housing demand and reduce temporary population shifts that may affect student enrollment stability.
 - Collaborate with Colusa County to prepare the Maxwell Community Plan, ensuring that school enrollment impacts are considered in regional development decisions.
 - Implement worker transportation programs (e.g., park-and-ride and rideshare incentives) to reduce traffic congestion in all parts of the County but especially school zones.
 - Establish designated traffic routes for construction activities to minimize disruptions to school transportation routes.
 - Implement workforce development and training programs to assist local residents in benefitting from Project related employment opportunities.
 - Coordinate Project workforce needs with local fluctuations in ag workforce where similar trades are involved.
 - Study labor market trends and wage structures with and without the Project to assess potential impacts on MUSD staff retention and recruitment.
 - Consider potential actions that the construction contractor for the Project can take that would avoid or minimize effects.
- Identification of negative fiscal impacts from other activities, such as:
 - Increased traffic and safety concerns affecting school transportation routes.
 - Disruption to school attendance or operations due to noise, air quality, or road closures.
 - Additional wear and tear and fuel cost for school transportation vehicles related to construction detours and temporary/long-term re-routes.
 - Estimate of net change in ADA revenues based on forecasted student movement, factoring both in-migration and disruption-related out-migration.

3. Forecast of Long-Term Fiscal Impacts During Operations (2033 and Beyond)

This task will assess how ongoing operations of the Sites Reservoir may affect the fiscal condition of MUSD by altering enrollment trends or community characteristics. Key considerations include:

- Post-construction land use changes, including potential development of recreational, administrative, or maintenance-related facilities that could spur housing or economic development.
- Long-term impacts on housing stock and population distribution within the district boundary.

- Opportunities for community benefit enhancements, such as increased tax base, employee families settling long-term, or partnership opportunities with the project operator.
- Risks of permanent depopulation or residential displacement near project facilities or within the inundation zone.
- Estimate of fiscal multiplier effects (both positive and negative) on MUSD's budget, including facility needs, staffing, and services.
- Evaluate the fiscal and institutional consequences of losing parcels from the MUSD jurisdiction entirely, including reduced future enrollment potential, property tax base loss, and boundary realignment impacts.

4. Deliverables

- Review of Preliminary results jointly with SPA and MUSD staff and receive feedback for consideration prior to finalizing the study. Include a list of potential mitigation strategies, if determined to be needed, identify responsible party, and estimated costs for each.
- Presentation Materials to SPA and MUSD board briefings, upon request.
- Technical Report with narrative, data sources, assumptions, maps, and tables explaining methodology and findings.
- Executive Summary in accessible language for public meetings and stakeholders. Include explicit summary of findings related to the permanent loss of MUSD service territory and its implications, presented separately from findings on enrollment impacts.
- GIS data files and enrollment forecast models in editable formats.

4.0 Contract Terms

The Authority's standard consulting agreement for this type of work is shown in Attachment A. Each task for requested services is at the Sites Authority's discretion, and the consultant will be issued a Notice to Proceed (NTP) in writing. The Standard consulting agreement terms and conditions, the scope of services listing the tasks, and authorized billing rates will constitute the entirety of the Agreement. Authorized work will be performed on a time and materials basis using approved billing rates, and up to a not-to-exceed Budget as agreed to with the Sites Authority.

The term of the contract will be from the execution date of the contract through December 31, 2025, although the Sites Authority seeks to have the analysis and preliminary results within 2 months of the NTP.

The anticipated contract authority for all three tasks, including deliverables, is expected to be less than \$50,000.

5.0 General Proposal Requirements

This Request for Proposal (RFP) 25-04 issue date is June 30, 2025. Prospective RFP respondents may submit written questions about this RFP via PlanetBids.com or Jerry Brown, Executive Director (jbrown@sitesproject.org)

Receipt of the following material in a proposal by the respondent is required by 2:00 p.m. (PST) on **July 31, 2025**, for a respondent to be considered:

The proposal shall be in letter format and include the following:

- Single Page Transmittal Letter including expression of interest, reference to RFP No. 25-04, confirmation of ability to meet the expected schedule, identification of key personnel performing the services.
- 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. The qualifications of the firm to perform the work. Provide reference contact information upon request.
 2. Introduction of Key Staff to perform the work and noting similar past work assignments and clients served (attach 1–2-page resumes for each person). Consideration will be given to whether Key Staff have experience reviewing similar circumstances and have represented clients on both sides of the issues and/or have provided similar independent analysis that two parties have used to resolve differences.
 3. Approach to the Work: Provide a description of the approach and methods to be used to meet the Authority’s objectives, and the sequence and schedule of activities. Include all assumptions and caveats. The schedule should include projected delivery dates.
 4. Proposed Fees.
 5. Disclosure of legal actions, conflicts of interest, or any other potential conflicts and approach for addressing.
 6. Identify any proposed contract exceptions and confirm ability to fulfill insurance and indemnification contract requirements.
 7. Attach Key Staff Resumes (in separate document -not counted in max page count)

6.0 Proposal Submittal Process

The Sites Authority plans to execute a contract with a term expected to commence on or about August 15, 2025. The proposed standard form contract is attached as Attachment A. The Sites Authority expects the initial term of the contract to be through December 31, 2025. The contract includes conditions under which the contract can be terminated, including termination for convenience by the Sites Authority upon 30 days’ notice.

6.1 Written Questions and Requests for Clarifications (Non-Mandatory):

Prospective RFP Respondents may submit written questions to the RFP. All questions and requests for clarification or additional information on the RFP must be made in PlanetBids or to jbrown@sitesproject.org, prior to **July 21, 2025, noon PST**, and sent to the attention of the RFP Proposal Contact Person listed below. All questions and clarification requests and responses will be provided as an RFP addendum to all potential respondents and all firms receiving this RFP, as well as being posted on the Sites Authority's website at: [Sitesproject.org](https://sitesproject.org)

6.2 Written Proposals

Proposals are due on July 31, 2025, at 2:00 p.m., PST. Proposals received after this time will not be accepted. In addition, upon receipt of a Respondent's proposals, no additional version of the Respondent's proposal will be accepted.

7.0 Evaluation and Selection Criteria/Process

An evaluation team comprised of the Sites Authority and MUSD representatives will evaluate each submitted proposal relative to the completeness of the submitted proposals and ranking in terms of best meeting the criteria. The Respondent judged to be best qualified by the evaluation team may be contacted with follow-up questions. Interviews are not planned at this time. The Sites Authority reserves the right to make an award solely on the proposals received without conducting interviews.

Upon the best-qualified firm being determined, negotiations of a contract with this firm will be initiated. If acceptable terms and conditions cannot be reached in a timely manner, the Respondent ranked second will be contacted to begin negotiations. The negotiated contract is expected to be executed upon the concurrence of the selection by Sites Authority and MUSD staff.

The Sites Authority reserves the right to select the Respondent, which in its sole judgment best meets the needs of the Sites Authority and to reject all submitted proposals. The Sites Authority will evaluate proposal submittals and potential interviews, if applicable, based on the below three weighted percentage criteria.

- Relevant and applicable experience and qualifications of the Respondent. (30%)
- Demonstrated past performance of the Respondent and its team in effectively working with clients attempting to resolve disputed positions on matters involving the evaluation of the fiscal impact of infrastructure projects on school districts. (40%)
- A demonstrated understanding of the needs of the project and a sound, credible, and balanced approach to evaluating and helping the parties to resolve their issues. (30%)

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

8.0 Tentative Schedule

Proposals are due on July 31, 2025, at 2:00 p.m., PST. Proposals received after this time will not be accepted. In addition, upon receipt of a Respondent's proposal, no additional version of the Respondent's proposal will be accepted.

Contact

Sites Reservoir Project

procurement@sitesproject.org or jbrown@sitesproject.org

Tentative Solicitation Schedule (subject to change)

Activity	Date
Release of RFP and post to Sites Authority PlanetBids.	June 30, 2025
Respondents' submission of written Questions.	July 21, 2025
Response to written questions to Respondents via PlanetBids.	July 25, 2025
Proposals due to Sites Authority.	July 31, 2025, at 2:00 p.m. PST
Conclude negotiations of Contract terms with Respondent deemed best qualified and issue NTP.	August 15, 2025

9.0 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.

There is no express or implied obligation for the Sites Authority to reimburse responding firms for any expenses incurred in preparing the proposal related to this RFP. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250), unless specifically exempt.

10.0 Additional Information

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



CONSULTANT AGREEMENT

This **CONSULTANT AGREEMENT** (this “**Agreement**”) is executed, delivered and intended to be effective as of _____ (“**Effective Date**”) by and between the SITES PROJECT AUTHORITY, a California joint powers authority duly formed and existing under and pursuant to the California Joint Exercise of Powers Act (Government Code § 6500 *et seq.*) (“**Authority**”), and _____ (“**Consultant**”). Authority and Consultant may be individually referred to as a “**Party**” or collectively as the “**Parties**.”

PREAMBLE

This Consultant Agreement, together with all exhibits and attachments, replaces and supersedes for all purposes any prior agreement between Authority and Consultant relative to the Services (defined below). The Parties hereby acknowledge and agree that any such prior agreement is hereby terminated and is no longer of any force and effect, except for such terms and conditions as are intended to survive termination thereunder, including without limitation any of Consultant’s warranty and indemnification obligations provided for therein.

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 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; and
- C. Consultant desires to perform the Service subject to the terms and conditions set forth herein.

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

AGREEMENT

ARTICLE 1: SERVICES

- a. **Services.** The services to be provided for pursuant to the Agreement include _____ (“**Services**”). The “Services” shall mean all work to be performed by Consultant hereunder, as the same may be supplemented, expanded, reduced or otherwise modified from time to time pursuant to a Task Order or Task Order Amendment described below. The Services shall be provided on a time and materials, not-to-exceed basis.
- b. **Task Orders.** At such time as the Parties identify with particularity the scope of Services, the particular tasks that comprise the Services, and the time for performance thereof, the same shall be set forth in a task order(s) using the form attached hereto and incorporated herein as **Exhibit A** (each, a “**Task Order**”). Each Task Order, as may be amended from time to time by a Task Order Amendment using the form attached hereto as **Exhibit B** (each, a “**Task Order Amendment**”) shall be integral to this Agreement and is incorporated herein by reference. In the event the Parties intend for the Services to be performed in phases the Parties shall execute additional Task Orders, each of which shall, as applicable, be considered a separate and additional Task Order. Consultant shall be solely responsible for bearing the costs associated with preparing a Task Order.
- c. **Task Order Amendment.** From time to time, the Parties may make changes to or authorize certain work set forth in a Task Order, including, without limitation, issuing additional instructions, requiring additional work, deleting work previously ordered, or increasing or decreasing the budget or time for performance, by executing one or more Task Order Amendments (each a “**Task Order Amendment**”) substantially in the form of **Exhibit B** attached hereto. The provisions of this Agreement shall apply to all such Task Order Amendments. Authority shall be solely responsible for bearing the costs associated with preparing a Task Order Amendment.
- d. **Project Management.**
- i. **Consultant’s Representative.** _____ (“**Consultant’s Representative**”) is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant’s Representative without first notifying Authority in writing of Consultant’s intent to do so.
- ii. **Authority’s Agent.** _____ (“**Authority’s Agent**”) is hereby designated to represent Authority and except as otherwise provided herein authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection therewith. Authority may substitute Authority’s Agent at any time upon written notice to Consultant.

ARTICLE 2: TERM OF AGREEMENT

- a. This Agreement shall become effective on the 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 expiration of the Term without notice if the Consultant 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 Authority terminates for cause due to Consultant’s material breach of this Agreement, Authority shall only be liable to compensate Consultant for Services provided up to the date of Consultant’s receipt of the Authority’s notice of termination. Termination of this Agreement by Authority shall not affect Consultant’s obligations or liabilities to Authority other than Consultant’s obligation to continue to render the Services, which shall terminate.
- e. **Suspension of Services.** Authority may order Consultant in writing to suspend, delay or interrupt performance of all or any part of the Services under any Task Order for the convenience of Authority, or for work stoppage beyond the control of Authority (“**Suspension Notice**”). If the performance of the Services is so suspended, delayed or interrupted, Authority shall pay Consultant for Services rendered prior to receipt of the Suspension Notice, and for reasonable charges for documenting the status of such Services as of the date of suspension, but no further payment shall be due unless and until Authority gives written notice that performance of such Services shall be resumed.
- f. **Agreement Closeout Memo.** Regardless of the grounds of termination, or whenever requested by Authority, Consultant shall immediately turn over to Authority’s Contract Administrator a completed closeout memorandum in a form that Authority shall furnish to Consultant (the “**Agreement Closeout Memo**”), and all of Authority’s property.
- g. **Assumption of Subconsultant Agreement.** In connection with the termination of this Agreement by either Party, the Authority shall have the right but not the obligation to either (i) assume a contract entered into by and between Consultant and any of its subconsultants in connection with this Agreement, or (ii) enter into a new contract directly with any such subconsultant. If Authority exercises its rights under this **Article 2.g**, Consultant shall, if and as applicable, assign such contracts with such subconsultants as the Authority specifies. Any contract between Consultant and any of its subcontractors entered into in connection with this Agreement shall make express reference to and allocation for Authority’s rights under this

Article 2.g.

ARTICLE 3: RESPONSIBILITIES OF THE PARTIES

- a. Consultant shall determine the method, details, and means of performing the Services and otherwise upholding its obligations under this Agreement within the Schedule specified under the Task Order.
- b. Consultant shall provide supplies necessary to perform the Services.
- c. Any subconsultant or subcontractor that will provide services shall be listed in the Task Order with a corresponding Hourly Rate Schedule. For purposes of this Agreement, a subconsultant or subcontractor shall mean, without exception, any party retained by Consultant to perform any portion of the Services, and such retention by Consultant shall in all cases be subject to the terms and conditions of this **Article 3.c**. Consultant shall not commission the services of any new or additional subconsultant or subcontractor, or any key staff or personnel (as identified in the Statement of Qualifications (SOQ) or Proposal submitted in connection with the associated Request for Qualifications (RFQ) or Request for Proposal (RFP)) 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 Task Order Amendment. Consultant, any subconsultants and subcontractors, and each of their employees performing the Services shall undergo the process provided for in the Authority's New Consultant Staff Addition Procedure. 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.
- d. Consultant's performance of the Services shall be at the direction of the Authority's Executive Director; however, all terms and conditions of this Agreement and any amendment hereto may be subject to approval of the Authority Board.
- e. Nothing contained in this Agreement shall limit the ability of Consultant 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 Consultant 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 Consultant's performance of the Services to Authority as required under this Agreement or create a conflict of interest for Consultant.

Consistent with the foregoing, Consultant 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. **Conflict of Interest Code Compliance.** In providing Services the Consultant shall act consistent with any determination made by the Authority's Executive Director or designated representative that this Agreement requires or permits Consultant to make a governmental decision as specified in 2 CCR 18700.3(a)(1), or serve in a staff capacity as specified in 2 CCR 18700.3(a)(2), and therefore confers on Consultant and select employees of Consultant the status of a "designated employee" or "Consultant" of the Authority for the purposes of Authority's Conflict of Interest Code and the California Political Reform Act. Consultant acknowledges that if the Authority through its Executive Director determines that some of the Consultant's key personnel are a "designated employee" or "Consultant", Consultant shall (i) acknowledge and accept said determination, (ii) become familiar with the terms of the Political Reform Act, the Authority's Conflict of Interest Code, and the obligations and limitations said laws impose upon Consultant, and (iii) not commence any Services provided for herein until Consultant and each of its designated employees has filed a Form 700 Statement of Economic Interest with the Authority. Authority reserves the right to reevaluate the determination under this **Article 3.f** from time to time, and Consultant acknowledges that said determination is subject to change if and as the Parties amend this Agreement and the nature of the Services. Consultant shall be solely responsible for bearing the costs associated with compliance with Authority's Conflict of Interest Code and the California Political Reform Act.
- g. **Disqualification.** Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a direct or indirect financial interest other than the compensation promised by this Agreement. Consultant will immediately advise Authority if Consultant learns of a financial interest of Consultant's during the term of this Agreement. Without limiting the foregoing, if Consultant's participation in another Authority project or a project being implemented by one of its members or a member to a Project Agreement Committee would create an actual or potential conflict of interest, in the opinion of the Authority, the Authority may disqualify Consultant from participation in such other project during the Term hereof.
- h. **Subject Matter Conflicts.** Consultant covenants and agrees that in the event Consultant is providing services to other clients whose interests are not aligned with those of the Authority, Consultant shall not advocate for such other clients in a manner that would result in the communication of such contradictory positions in any public forum.
- i. **Compliance with Laws.** Consultant's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions. Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, orders and Authority's rules, regulations and policies relating to the Services ("**Applicable Laws**"). Consultant certifies that its work in furtherance of the Services conforms to the requirements of this Agreement and all Applicable

Laws. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this contract. Without limiting the foregoing, Applicable Laws 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.

- j. **Safety.** Without limiting any term or condition of Article 3i, Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including, but not limited to, Cal/OSHA regulations. Consultant shall be solely and exclusively responsible for its compliance, and compliance by its agents, employees, and subcontractors, with all safety requirements. The Authority reserves the right to require Consultant to develop and submit to the Authority a fieldwork safety plan; provided, however, that Authority will not review such plan for quality, sufficiency, legal compliance or any other matters.
- k. The Authority established the 2020 Strategic Plan to reflect the vision, mission, values, and goals of the organization and to serve as a guide for development of the project. In performing the Services, the Consultant agrees to adhere to the following as provide in the 2020 Strategic Plan:
 - i. Abide by and serve to represent the values of the Authority in the performance of the Services and in any representation of the Project by the Consultant outside of the direct performance of the Services.
 - ii. Proactively support the Authority in meeting its Strategic Plan goals and objectives in a manner that contributes to the full and complete achievement of the expected outcomes for the strategic goal areas of affordability, permissibility, buildability and organization effectiveness as described in the 2020 Strategic Plan. The extent to which the Consultant is expected to make such contribution is limited to be within the scope of the Services being performed but not limited by the specifications of this Agreement. For example, the Authority expects in supporting the development of the Project, Consultant shall continuously seek out and identify approaches to improve affordability, permissibility, and buildability of the project to ensure the Authority's performance objectives for the constructed facilities are completely satisfied.
 - iii. Manage Consultant's delivery of Services in a manner that ensures a successful coordination and most efficient delivery of project deliverables across all service areas and consultants performing Services on the Project. The intent is for all consultants performing work on the Project to operate as one team of professionals all aiming together to achieve the Authority's Strategic Plan goals and objectives.
- l. **Books and Records.** During the term of this Agreement, Consultant shall keep and preserve accurate and detailed records of all "Work" (as defined in **Article 8**, below), ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or

relating to the Services and disbursements charged to Authority under this Agreement (collectively, "Books and Records") in the manner required under the Authority's Records Keeping Policy. Further, Consultant shall keep and shall preserve accurate and detailed records of all Books and Records for no less than four (4) years after final payment for all Services under this Agreement. Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. During the retention period, Consultant shall give Authority and its agents, during normal business hours, access to such Books and Records. Authority and its agents shall have the right to make copies of any of the said Books and Records.

- m. **Access to Provide Services.** Consultant shall use commercially reasonable efforts to provide Authority with an anticipated schedule of necessary access to Authority's premises and property or any other such premises or property that have been dedicated to the Authority or made available for the Authority's use. Consultant shall perform the Services in a manner that is consistent with Authority's requirements and conditions applicable to the Authority's use of premises or property, and will minimize any interference with the operations of the Authority and its related entities and its agents and other consultants.

ARTICLE 4: INDEPENDENT CONTRACTOR STATUS

- a. **Status as Independent Contractor.** Consultant will act as an independent contractor of the Authority in the performance of the Services under this Agreement. Consultant will be responsible for the payment of all applicable federal, state, and local taxes arising out of or related to Consultant's Services for the Authority. Consultant 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 Consultant is responsible. Nothing contained in this Agreement shall constitute or be deemed to create between the Authority and Consultant the relationship of employer/employee, it being expressly understood and agreed that the only relationship between Consultant and Authority created herein shall be that of an independent contractor. Without limiting the foregoing, Consultant 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.** Consultant shall not employ or retain independent consultants, associates, or subcontractors to assist in the performance of Consultant'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 5: 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 6: INDEMNITY

- a. **Consultant Indemnification.** Consultant shall indemnify and hold the Authority and its members, and each of their officers, directors, employees, agents, officials, representatives, affiliates, subsidiaries, predecessors, successors, and assigns (collectively, “**Indemnitees**”), from and against any and all claims, demands, liabilities, damages, losses, liens, obligations, costs and expenses, including without limitation reasonable attorneys' fees and expenses (“**Claims**”) to the extent arising out of or related to acts or omissions of the Consultant, its employees, subconsultants, subcontractors, agents or representatives in performing the Services. Consultant’s liability under this **Article 6** is limited to the amounts recovered from the insurance that is provided for in **Article 7**.
- b. **Authority Indemnification.** Authority shall indemnify and hold Consultant and its officers, directors, employees and agents harmless from and against any Claims to the extent arising out of related to acts or omissions of the Authority in performing its obligations as provided under this Agreement.
- c. **Limitation on Damages.** In no event shall either Party be liable to the other Party for the payment of any consequential (including lost profits), punitive or exemplary damages.

ARTICLE 7: INSURANCE

- a. All insurance shall be maintained with insurance carriers having a general policyholders rating of not less than an A and financial rating of not less than VII in the most current Best’s Key Rating Guide.
- b. Consultant 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 \$ _____ per occurrence and \$ _____ general aggregate limit.

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

With respect to the Services performed by Consultant, Commercial General Liability policy shall be primary to similar insurance of the Authority and shall waive subrogation against Authority.
 - ii. **Professional Liability Insurance.** If Authority determines in its reasonable discretion

and consistent with industry standards that Consultant should obtain and maintain professional liability insurance, then Consultant shall so obtain and maintain a \$ _____ per occurrence or claim and \$ _____ 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.** Consultant agrees to maintain Business Automobile liability insurance during the term of this Agreement, with a limit for property damage and bodily injury of \$ _____ per occurrence and \$ _____ general aggregate limit, together with an equivalent rider to the Commercial General Liability Insurance required in **Article 7.b.i** above for hired and non-owned automobiles.
 - iv. **Workers Compensation Insurance.** When applicable, Consultant shall maintain Workers Compensation Insurance, including Employer's Liability, at a minimum limit acceptable to the Parties for all persons whom Consultant 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. Consultant shall furnish to Authority confirmation of Consultant's experience modification rate, which the Authority may request from time to time.
 - v. **Specialty Insurance.** Authority may from time to time require additional coverage not specifically identified herein as the Authority determines is necessary or appropriate based on the nature of the Services. Such coverage could include, for example, aircraft liability coverage, pollution liability coverage, and marine liability coverage, in such amounts as the Authority may require in its reasonable discretion.
 - vi. **Subconsultant and Subcontractor Insurance.** Consultant shall not allow any subconsultants or subcontractors to commence or perform any Services until Consultant obtains from such subconsultant or subcontractor the same insurance required to be carried by Consultant under this **Article 7**, or such additional coverage that the Authority may require of the subconsultant or subcontractor, or in such other amounts as Authority might agree to or require in Authority's discretion. Any such modification to a subconsultant's or subcontractor's insurance requirements shall be reflected in a written instrument signed by Authority's Contract Administrator. Consultant shall also obtain from any subconsultant or subcontractor an indemnification in form and substance identical to the indemnification set forth in **Article 6** for the benefit of Consultant and the Authority. Upon request, Consultant shall deliver to Authority certificates and endorsements issued by each subconsultant's or subcontractor's insurance carrier applicable to Authority showing such policies in force for the specified period, but Authority has the right to require subcontractors or subconsultants to submit for Authority's review certified policies.
- c. **Evidence of Insurance.** As evidence of specified insurance coverage, Consultant shall deliver to Authority's Contract Administrator insurance industry standard ACORD form or equivalent certificates and endorsements issued by Consultant's insurance carrier applicable to Authority showing such policies in force for the specified period. Such evidence shall be delivered to Authority on or before the Effective Date. Each policy and certificate shall be subject to

reasonable approval by Authority and shall provide that such policy shall not be subject to cancellation without 30 days notice in writing to be delivered by certified mail to Authority at the address set forth in **Article 12.k**. Should any policy expire or be canceled before the expiration of the Term, or such later date as necessary pursuant to a Contractor's post-Term obligations to Authority, and Consultant fails immediately to procure other insurance as specified, Authority reserves the right, but shall have no obligation, to procure such insurance and to deduct the cost thereof from any sum due Consultant under this Agreement.

- d. All such policies specified in the **Article 7** 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.
- e. Consultant may request in writing to Authority that Authority waive insurance requirements or liability amounts set forth herein. Authority may grant or deny any such requests in its sole discretion.
- f. 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 Coverages specified in **Articles 7.b.i, 7.b.ii, 7.b.iii, 7.b.v and 7.b.vi**.

ARTICLE 8: CONFIDENTIALITY AND PROPRIETARY INFORMATION

- a. Consultant acknowledges that notwithstanding Authority's status as a governmental entity, Authority may nevertheless be authorized from time to time under Applicable Laws to assert privilege and/or claims of confidentiality to select information exchanged between the Parties or produced in connection with or as a result of this Agreement ("**Confidential Information**"). Consultant shall therefore treat all information exchanged between the Parties or produced in connection with or as a result of this Agreement as Confidential Information, shall prepare, handle, store and transmit all such information in accordance with Authority's labeling and distribution policies, shall take all reasonably appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, loss and theft, and shall not directly or indirectly, use, reveal, publish or disclose any such information without Authority's prior written consent. Consultant agrees to abide by the confidentiality terms of this Agreement and acknowledges that they are designed to protect Authority's and the public's vital interests. Consultant further acknowledges that Authority will treat any violation of the confidentiality terms of this Agreement as a matter of the highest importance, and will vigorously pursue any and all legal and equitable rights and remedies to protect its interest hereunder. This could include a civil action leading to money damages and/or criminal prosecution against Consultant. Consultant's confidentiality obligations shall survive expiration or earlier termination of this Agreement.
- b. The product of all Services performed under this Agreement (for purposes of this **Article 8**, the "**Work**"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables and other documents prepared by Consultant or any of its agents, employees,

representatives, subconsultants or subcontractors in the performance of the Services or otherwise prepared for Authority under this Agreement shall be a “work made for hire” and from its inception shall irrevocably become and remain the sole property of the Authority. If any Work is deemed for any reason not to be a work made for hire, Consultant hereby assigns all right, title and interest in the copyright or other ownership claim in the Work, and all extensions and renewals thereof, to Authority, and agrees to provide all assistance reasonably requested by Authority in the establishment, preservation and enforcement of its copyright or other ownership claim in the Work. Consultant retains no right to use the Work and agrees not to challenge the validity of the Authority’s ownership in the Work. All Work and any Confidential Information shall be conspicuously marked “DRAFT” or “PRIVILEGED AND CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATION AND/OR ATTORNEY WORK PRODUCT”, or “INTERNAL DELIBERATIVE PROCESS DOCUMENTS”, as applicable, unless requested to do otherwise by Authority. In addition to the rights granted under this Section 8.b, the Consultant shall maintain all right, title and interest in Consultant Property. The term “Consultant Property” shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Consultant or provided by Consultant or its suppliers and any derivative works, trade secrets, know-how, methodologies and processes related to Consultant’s products or services, all of which shall remain the sole and exclusive property of Consultant or its suppliers. Subject to the terms of this Agreement, Consultant grants to Authority a non-exclusive, non-transferable, irrevocable license to use the Consultant Property contained in the deliverables provided hereunder for the purposes of this Agreement.

- c. Consultant agrees that, upon termination of this Agreement with Authority, voluntary or otherwise, Consultant shall return all Authority property, including all Confidential Information, including all copies thereof, then in its or its employees’ possession or control; provided, however, that Consultant may retain one electronic copy of information the Consultant relied upon to perform the Services, which copy shall remain subject to the terms and conditions of **Article 8.a**.
- d. The foregoing notwithstanding, neither party shall be liable for disclosure or use of Confidential Information which: (1) is disclosed with the prior written approval of the disclosing party; or (2) is required by applicable law or court or regulatory order to be disclosed.

ARTICLE 9: [RESERVED]

ARTICLE 10: COMPENSATION

- a. **Compensation.** For each Task Order, Authority shall pay Consultant compensation for the Services as follows:
 - i. **Services Per Budget.** Consultant’s total compensation for the Services is budgeted at the amount identified in each Task Order (“**Budget**”).

- ii. **Services Exceeding Budget.** At such time as Consultant is within 90% of the Task Order Budget for the Services as identified in each Task Order, Consultant shall notify Authority's Contract Administrator in writing, and the Parties shall in good faith assess the scope of Services and discuss completion of and compensation for completion of the Services. Consultant shall not continue to perform the Services in excess of the Budget or the amount allocated for each individual task identified in each Task Order without the prior written approval of the Authority's Contract Administrator, as reflected in a Task Order Amendment. Consultant shall not be entitled to compensation in excess of the Budget, as might be amended from time to time in the Authority's reasonable discretion.
 - iii. **Fees Paid by Authority.** Except as specifically provided in a Task Order, Authority shall pay the cost of plan checking and inspection fees, zoning and annexation application fees, assessment fees, and other fees, permits, bonds, premiums, title company charges, and all other charges not specifically covered by the terms of this Agreement which are required to use or apply, but not perform or produce, the Services or work product.
 - iv. **Rates.** The hourly rates ("**Rates**") shall remain in effect for twelve months from the Effective Date, or until such later date as the Services are completed ("**Rate Change Date**"). After the Rate Change Date, Consultant shall not increase the Rates without at least 30 days written notice from Consultant to Authority, and there must be at least twelve months between increases in the Rates. If the Authority approves the Rates increase, the new Rates shall apply only to that portion of Services remaining to be completed after the Rate Change Date.
- a. **Application for Payments.**
- i. **Progress Payments.** Consultant shall submit to Authority by the 15th day of each month, an invoice for the previous month's expenses that contains a brief description of the firm's activities during the invoiced month, the actual hours worked per task along with the names and rate(s) of the person(s) performing the Services, supporting documentation, and a list of Key Personnel (defined as staff with a billing rate equal to or greater than \$200 per hour) and a description of each of their monthly accomplishments. The reasonable cost to prepare the invoice and Invoice Cover Letter shall be reimbursable to Consultant. Each invoice, along with the Invoice Cover Letter, shall be submitted electronically as directed by the Authority. Authority shall pay the amount requested and not disputed by Authority no later than thirty (30) days following Authority's receipt of the Application for Payment. An Application for Payment without proper supporting documentation is subject to delays or non-payment until the Authority receives proper supporting documentation.
- Reimbursable expenses include both in-house and outside third-party expenses associated with printing, photography, production, mailing, delivery services, travel and mileage. Such expenses shall be billed at actual cost, with no overhead or profit factor. For all reimbursable expenses, invoices must include supporting documentation with

descriptive information so that such expenses are separately identified.

Consultant's Project Manager shall sign and date the standard monthly Invoice Cover Letter to certify that the invoice has been reviewed and that **(i)** the labor, service and materials, if any, covered by the invoice have actually been furnished and performed, **(ii)** any liens which arise as a result of applicable law have been released or waived to the extent of the invoice and **(iii)** all subconsultants, subcontractors, suppliers or other persons performing work for Consultant have been paid in full for any labor, materials or services included in the invoice.

- ii. **Progress Reporting.** If requested by the Authority, Consultant may be required to provide task and subtask level details of the principle accomplishments, including, without limitation, task progress figures and descriptions, cost and staff hour forecasts, scheduled activity status updates, and an explanation of future work. Preliminary cost data may be provided by Consultant with an update made at the time of invoicing. The reasonable cost to prepare said descriptions shall be a reimbursable to Consultant.
- iii. **Final Payment.** In addition to the Agreement Closeout Memo and other deliverables due in connection with termination or expiration of this Agreement pursuant to **Article 2**, Consultant shall deliver and assign to Authority, prior to receiving final payment for the performance of the Services, originals or, if not available, copies of any and all tests, investigations, data, reports and other work product relating to the Services, all such work product being a "work made for hire" or its alternative as provided in **Article 8**. The acceptance by Consultant of final payment shall constitute a full and complete release of Authority from any and all claims, demands and causes of action whatsoever which Consultant, including Consultant's successors or assigns, has or may have against Authority under this Agreement. However, except for Consultant's obligation to continue to render the Services, the making of such final payment shall not be deemed to be a release of Consultant from Consultant's obligations or liabilities under this Agreement. Consultant's other obligations and liabilities, including without limitation, the obligations set forth in **Articles 6 and 8**, shall survive final payment as well as the expiration or earlier termination of this Agreement.

ARTICLE 11: DISPUTE RESOLUTION

- a. **Meet and Confer.** The Parties agree to undertake good faith efforts to resolve any dispute arising under or in connection with this Agreement within sixty (60) days of such disputed item arising prior to resorting to formal means of dispute resolution. If any dispute is not capable of resolution by and among the representatives of each Party authorized to administer this Agreement, Consultant's principal and the Authority's board chair or his/her authorized representative (who shall be the Executive Director of the Authority or a member of the Authority Board) shall meet and confer in an effort to resolve any such dispute. If such efforts between Consultant's principal and the Authority's designee do not result in resolution of the dispute within thirty (30) days of their commencement, the Parties shall have such other remedies available to them as are provided for in this Agreement or as otherwise exist at law

or in equity. No other means of dispute resolution, including arbitration and litigation, shall be available to the Parties unless they have exhausted the process provided for in this **Article 11.a.**

- b. **Mediation.** After efforts in **Article 11.a** are exhausted, the Parties may agree 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. The arbitrator's decision shall be final and binding on both Parties. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

ARTICLE 12: MISCELLANEOUS

- a. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Any action instituted under this Agreement shall be brought only in the Colusa County, California, Superior Court.
- b. **Amendment.** This Agreement shall not be amended except by written agreement signed by both Parties.
- c. **Entire Agreement.** This Agreement, including the Exhibits, together with any SOQ or RFQ, RFP or Proposal represents and contains the entire agreement and understanding between the Parties relating to the Services, and all previous statements or understandings, whether express or implied, oral or written, relating to those subject matters are fully and completely extinguished and superseded by this Agreement.
- d. **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.
- e. **Assignments.** This Agreement is not assignable by Consultant 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.
- f. **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.
- g. **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of Consultant'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 Consultant 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 Consultant and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

- h. **Waiver.** A waiver by either the Authority or Consultant 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.
- i. **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.
- j. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.
- k. **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given **(i)** if delivered by hand and actually received by the Party addressee, on the date of such receipt, or **(ii)** if mailed by domestic certified or registered mail, postage prepaid, on the third business day after the date postmarked or **(iii)** if sent by overnight courier of recognized standing, on the date of such receipt. The foregoing notwithstanding, the Parties agree that day-to-day communications concerning routine matters under this Agreement should be communicated electronically using such e-mail addresses as the Parties may provide to one another from time to time. Addresses for notice to the Parties are as shown below, or as subsequently modified by written notice given pursuant to this **Article 12.k.**

Authority's Contract Administrator:

Sites Project Authority
Attn: Joe Trapasso
Program Operations Manager
P.O. Box 517 (if by USPS)
122 Old Hwy 99W (if by courier)
Maxwell, CA 95955
Telephone: 530-387-1102
Email: jtrapasso@sitesproject.org

Consultant's Representative:

Attn: _____
Address: _____

Telephone: _____

Email: _____

- l. **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.

- m. **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.
- n. **Construction.** The masculine, feminine or neutral gender and the singular or plural number shall be deemed to include the other whenever the context so requires. The captions appearing at the beginning of the Articles are descriptive only and for convenience in reference. If there is any conflict between any caption and the content of the Article, the Article, and not the caption, shall control and govern the construction of this Agreement.
- o. **Electronic Communications.** During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Contractor and the Authority acknowledge that the Internet is routinely victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Contractor and Authority view the issues raised by these viruses seriously and each has invested in commercially available document and e-mail scanning software that identifies and rejects files containing known viruses. Contractor agrees to update its system with its software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the Parties may occasionally reject a communication. The Parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither Party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each Party will use commercially reasonable efforts to assure that its communications are virus free, neither Party warrants that its documents will be virus free. Each Party agrees to advise the other if it discovers a virus in its system that may have been communicated to the other Party.
- p. **No Partnership.** The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar arrangement between the parties to this Agreement. Consultant's only relationship with Authority is that of an independent contractor.
- q. **Further Assurances.** The Parties shall execute such further documents and take such further actions as may be necessary to fully perform under this Agreement.
- r. **Remedies.** Any remedies reserved to the Parties in this Agreement shall not be exclusive remedies.
- s. **Time of Essence.** Time is of the essence in this Agreement.
- t. **Covenant Against Contingent Fees.** Consultant agrees that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or

secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. In the event of a breach or violation of this covenant, Authority shall have the right to terminate this Agreement pursuant to **Article 2**, or, in its discretion, to deduct from Consultant's compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

- u. **Authority to Enter.** The Parties each warrant and represent that they each have the authority to enter in to this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of the Parties.

CONSULTANT

By: _____

Title: _____

Date: _____

AUTHORITY

By: _____

Title: _____

Date: _____

EXHIBIT “A”



Sites Project Authority

Task Order No. ____

Consultant: _____ referred to as “CONSULTANT”

Task Order No. ____

Task Order No. ____ specifies work activities comprising the Services to be performed by CONSULTANT for the period of performance from ____ through ____ pursuant to the Consulting Services Agreement _____ for _____ effective on _____.

Overarching Objectives of Consultant Work on Task Order

The Sites Project Authority established the 2020 Strategic Plan to reflect the vision, mission, values, and goals of the organization and to serve as a guide for development of the project. In performing the services reflected in this task order, the CONSULTANT shall:

1. Abide by and serve to represent the values of the Sites Authority in the performance of all work under this task order and in any representation of the Sites project made by the CONSULTANT outside of the direct performance of the work.
2. Proactively support the Sites Authority in meeting its strategic plan goals and objectives in a manner that contributes to the full and complete achievement of the expected outcomes for the strategic goal areas of affordability, permissibility, buildability and organization effectiveness as described in the 2020 Strategic Plan. The extent to which the CONSULTANT is expected to make such contribution is limited to be within the scope of the service area being performed but not limited by the specifications of this task order. For example, the Authority expects in supporting the development of the project, the CONSULTANT shall continuously seek out and identify approaches to improve affordability, permissibility, and buildability of the project to ensure the Authority's performance objectives for the constructed facilities are 100% met.
3. Manage the CONSULTANT's delivery of services to ensure a successful coordination and most efficient delivery of project deliverables across all service areas and CONSULTANT's performing services on the project. The intent is for all CONSULTANT's performing work on the project to operate as one team of professionals all aiming together to achieve the Authority's strategic plan goals and objectives.

Scope of Services

CONSULTANT's scope of Services which includes tasks, deliverables, assumptions, and schedule is provided in Attachment 1 to this Task Order.



Budget

CONSULTANT's Budget summary table is provided in Attachment 2 to this Task Order, which outlines amounts allocated by task, subtask and year. The total not-to-exceed Budget amount for this Task Order is \$_____. The authorized not-to-exceed Budget for the execution of Services to be completed under this Task Order in 202_ is \$_____.

Period of Performance

The scope of Services and Budget provided in this Task Order is for a period of performance of _____ through _____. However, the Authority is authorizing with this Task Order Services to be performed only between _____ and _____. CONSULTANT shall not perform work on the Services after _____ prior to receiving Authority's written authorization. In the fourth quarter of 202_ and 202_, the Authority will reassess the work plan for the Sites Project in effect on the date of commencement of the Services provided for in this Task Order, potentially resulting in a Task Order Amendment.

This Task Order is hereby executed by duly authorized representatives of the parties.

CONSULTANT

By: _____

Printed Name: _____

Date: _____

AUTHORITY

By: _____

Printed Name: _____

Date: _____

EXHIBIT “B”



Sites Project Authority

Task Order Amendment No. _ To Task Order No. _

Consultant: _____ **referred to as** _____

Task Order Amendment No. _ to Task Order No. __, effective on _____ ("**Effective Date**"), is agreed to by the Authority and the CONSULTANT to amend Task Order No. __, as amended from time to time, as follows:

Scope of Services

The CONSULTANT's scope of Services in Task Order No. __, including tasks, deliverables, and assumptions is amended as described in Attachment 1 hereto.

Schedule

CONSULTANT is authorized to proceed with any modification set forth in this Task Order Amendment as of the Effective Date of this executed Task Order Amendment.

If Agreement Schedule is amended, the schedule for Task Order No. __ Amendment No. __ activities is as follows:

Effective Date:

Modified End Date:

Budget

Compensation for the Services of this Task Order Amendment shall be calculated on the same basis as in the Task Order No. __, as amended. The basis of fee for completing the Services defined in this Task Order Amendment is shown in Attachment 2 hereto. The estimated compensation for the Services performed under this Task Order Amendment is \$_____. The total not-to-exceed Budget amount for this Task Order, pursuant to this Task Order Amendment is \$_____. The authorized not-to-exceed Budget for the execution of Services to be completed under this Task Order in 202_, pursuant to this Task Order Amendment is \$_____.

The following adjustments have been made to the 202_ Budget pursuant to this Task Order No. Amendment:

Changes to Tasks and Subtasks

Subject Area	Task and Subtask			Subtask Budget		
	New	ID	Subtask Name	Previous	Change	Revised

Task Order Amendment Total \$



Except as expressly provided for in this Task Order Amendment, all terms and conditions of the Agreement and any other Task Order associated therewith, and any amendments thereto remain unchanged.

This Task Order No. __, Amendment No. __ is hereby executed by duly authorized representatives of the parties.

CONSULTANT

By: _____

Printed Name: _____

Date: _____

AUTHORITY

By: _____

Printed Name: _____

Date: _____

AUTHORITY (Executive Director*)

By: _____

Printed Name: _____

Date: _____

**Executive Director authorization required as needed, in accordance with the Budget Policy and Delegation of Authority.*