Click here to enter title.

PROJECT AGREEMENT

Between

THE SERVICE AUTHORITY

And

Consultant/Company Name (CONSULTANT)

For

Project Agreement Task Order No enter number.

Enter Brief Task Order Project Description.

Pursuant to the provisions contained in Basic Ordering Agreement enter SA # enter Contract Title. Services Agreement between the SERVICE AUTHORITY and CONSULTANT for **ENTER CONTRACT TITLE** Services (hereinafter referred to “**ENTER CONTRACT TITLE.** SERVICES AGREEMENT”) dated enter Contract date.,this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The SERVICE AUTHORITY and the CONSULTANT agree as follows:

1. **DEFINITIONS**

**[Definitions specific to a Project Agreement that are not defined in the enter Contract Title**  **Services Agreement shall be inserted here]** Additional definitions (if applicable), if not enter N/A

1. **SCOPE OF SERVICES**
	1. The CONSULTANT shall provide enter text. Services to the SERVICE AUTHORITY for the Work as described in the “Project Description” attached as EXHIBIT “1”.
	2. The “Scope of Services” and tasks provided by the CONSULTANT for this Project are those services and tasks as listed in EXHIBIT “2”.
	3. The SERVICE AUTHORITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written Change Order executed by the parties in accordance with the provisions of the enter Contract Title. Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra Work.
	4. Unless specifically agreed otherwise by the SERVICE AUTHORITY, the CONSULTANT is responsible for all Work necessary for the performance of the Services provided in this Project Agreement and all Deliverables required. The SERVICE AUTHORITY shall determine the acceptability of all Deliverables.
2. **DELIVERABLES**

As part of the Scope of Services the CONSULTANT shall provide to the SERVICE AUTHORITY the Deliverables as listed in EXHIBIT “5”.

1. **TERM / TIME OF PERFORMANCE / DAMAGES**
2. **Term**. This Project Agreement shall commence upon the date specified in the Notice to Proceed (which shall not be prior to the date the SERVICE AUTHORITY provides a fully executed Purchase Order to the CONSULTANT) and shall continue in full force and effect for enter # of days. days unless otherwise terminated pursuant to Section 8 or other applicable provisions of this Project Agreement. The SERVICE AUTHORITY in its sole discretion may extend the term of this Project Agreement through written notice to the CONSULTANT. Such extension shall not exceed 90 days.
3. **Project Manager**. The SERVICE AUTHORITY’s designated Project Manager for this Project Agreement is **Enter Project Manager’s name and title.**.
4. **Commencement.** The CONSULTANT’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date specified in a written Notice to Proceed (“Commencement Date”) and receipt of a fully executed Purchase Order provided to the CONSULTANT from the SERVICE AUTHORITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the Commencement Date set in the Notice to Proceed. The CONSULTANT must receive written notice from the SERVICE AUTHORITY’S General Manager or designee prior to beginning the performance of services in any subsequent phases of this Project Agreement. Prior to granting notice for the CONSULTANT to proceed to a subsequent phase, the SERVICE AUTHORITY’S General Manager or designee may, at its sole option, require the CONSULTANT to submit the itemized deliverables/documents identified in EXHIBIT “5” of this Project Agreement for the current phase for the SERVICE AUTHORITY’s review.
5. **Contract Time**. Upon receipt of the Notice to Proceed and the fully executed Purchase Order, the CONSULTANT shall commence performance of services for the SERVICE AUTHORITY on the Commencement Date, and shall continuously perform services for the SERVICE AUTHORITY, without interruption, in accordance with the time frames set forth in the “Project Schedule,” a copy of which is attached and incorporated into this Project Agreement as EXHIBIT “3”. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Work or the date of actual completion of the Work, whichever shall last occur, shall constitute the Contract Time. In no case, however, shall the Contract Time exceed the Term of this Project Agreement and any Work performed by the CONSULTANT after the Term of this Project Agreement is at the CONSULTANT’S risk.
6. **Liquidated Damages**. The SERVICE AUTHORITY reserves the right to enforce liquidated damages on any project as follows: In the event that the CONSULTANT fails to meet the Contract Time for completion of a particular phase of services as determined by the Project Schedule, the CONSULTANT shall pay to the SERVICE AUTHORITY the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the schedule phase completion date, plus approved time extensions, until completion of the phase:

 Basis of Design $ enter amount.

 Preliminary Consultation and Analysis $ enter amount.

 Preliminary Design $ enter amount.

 Design for Construction $ enter amount.

Any sums due and payable hereunder by the CONSULTANT are payable, not as a penalty, but as liquidated damages representing an estimate of delay damages the SERVICE AUTHORITY may incur, estimated at or before the time of executing this Project Agreement.

When the SERVICE AUTHORITY reasonably believes that an inexcusable delay in completion may occur, the SERVICE AUTHORITY is entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an adequate amount believed by the SERVICE AUTHORITY to recover liquidated damages applicable to such delays.

If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the SERVICE AUTHORITY has withheld payment, the SERVICE AUTHORITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages. Any provisions calling for the payment of interest by the Service Authority for late payments shall not apply to any funds held as potential liquidated damages and then released in accordance with this Section 4.5.

The parties agree that the per diem measure of liquidated damages are a reasonable measure of the damages SERVICE AUTHORITY is likely to suffer in case of delay, and the CONSULTANT agrees that it shall not challenge the per diem amounts of liquidated damages imposed pursuant to this Section 4.

CONSULTANT hereby waives any defense as to the validity of any liquidated damages stated herein on the grounds that such liquidated damages are void as penalties not reasonably related to actual damages.

The parties further agree that the liquidated damages set forth in this Section 4 are the SERVICE AUTHORITY’S sole remedy for delay as a result of the CONSULTANT’S failure to achieve completion within the time required by this Project Agreement.

The SERVICE AUTHORITY may, but is not obligated to, deduct any liquidated damages that become due from any unpaid amounts then or which thereafter become due to the CONSULTANT.

Any liquidated damages not so deducted from any unpaid amounts due the CONSULTANT are immediately due and payable to the SERVICE AUTHORITY upon demand.

1. **SERVICE AUTHORITY Caused Delay**. If the SERVICE AUTHORITY, or other contractors or utility owners performing work for the SERVICE AUTHORITY, or anyone for whom the SERVICE AUTHORITY is responsible, delays, disrupts, or interferes with the performance or progress of the CONSULTANT’S services under this Project Agreement, then CONSULTANT is entitled to request an equitable adjustment in the Project Schedule and compensation for the Work, or both.

CONSULTANT’S entitlement to request an adjustment of the Project Schedule is conditioned on such adjustment being essential to CONSULTANT’S ability to complete the Work within the Project Schedule.

For claims by the CONSULTANT for costs or damages related to unreasonable delay within the SERVICE AUTHORITY’S control, the CONSULTANT is liable to the SERVICE AUTHORITY for a percentage of all costs incurred by the SERVICE AUTHORITY in investigating, analyzing, negotiating, litigating and arbitrating the claim, which percentage is equal to the percentage of the CONSULTANT’S total delay claim that is determined through litigation or arbitration to be false or have no basis in law or in fact.

If the SERVICE AUTHORITY denies CONSULTANT’S claim for costs or damages related to unreasonable delay within the SERVICE AUTHORITY’S control, the SERVICE AUTHORITY is liable to the CONSULTANT for a percentage of all costs incurred by the CONSULTANT to investigate, analyze, negotiate, litigate and arbitrate the claim.

The percentage paid by the SERVICE AUTHORITY is equal to the percentage of the CONSULTANT’S total delay claim for which the SERVICE AUTHORITY’S denial is determined through litigation or arbitration to have been made in bad faith.

1. Claims for adjustments in the Project Schedule, damages or compensation, related to delays not within the control of the CONSULTANT, shall be made in accordance with Section 40 of the enter Contract Title. Services Agreement.
2. Notwithstanding the provisions of Paragraph 4.5, in the event that the contractor constructing the Project is granted an extension of the time to complete performance under the Contract for Construction, and the CONSULTANT’S contract administration services are materially extended by the SERVICE AUTHORITY via an approved Change Order as a direct result thereof and through no fault of the CONSULTANT, the CONSULTANT is entitled to compensation and paid based on the Standard Hourly Rates attached to this Task Order. The amount of compensation due by the CONSULTANT under this paragraph is pursuant to an approved Change Order.

If, in the event that construction of the Project is suspended for more than thirty days, the CONSULTANT shall also suspend contract administration services upon request of SERVICE AUTHORITY. Any time spent on the Project at the request of the SERVICE AUTHORITY or on the SERVICE AUTHORITY’s behalf during this suspension are considered additional services and paid based on the Standard Hourly Rates attached to this Task Order. The amount of compensation due to the CONSULTANT under this paragraph is pursuant to an approved Change Order.

1. All limitations of time set forth in this Project Agreement are of the essence.
2. **AMOUNT, BASIS AND METHOD OF COMPENSATION**
3. The basis and method of compensation to the CONSULTANT for the services rendered pursuant to this Project Agreement are in conformance with EXHIBIT “A” of the enter Contract Title Services Agreement.
4. **Maximum Amount Not-To-Exceed Compensation**. SERVICE AUTHORITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Work (as listed in Exhibit “A” of the enter Contract Title Services Agreement) up to a maximum amount not-to-exceed including Other Direct Costs, of $ enter amount. Even if the CONSULTANT’S actual costs exceed the Maximum Amount Not-To-Exceed stated in this Section 5.2, the CONSULTANT shall complete the required deliverables and the CONSULTANT’S compensation shall not exceed the Maximum Amount Not-To-Exceed.
5. **Lump Sum Compensation**. SERVICE AUTHORITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Work a Lump Sum of $ enter amount. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT. Even if the CONSULTANT’S actual costs exceed the Lump Sum amount stated in this Section 5.3, the CONSULTANT shall complete the required deliverables and the CONSULTANT’S compensation shall not exceed the Lump Sum Amount.
6. **Other Project Specific Negotiated Compensation**. SERVICE AUTHORITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Work as follows: (applicable the specific compensation terms depending on the Project Agreement requirements).
7. **BILLING AND PAYMENTS TO THE CONSULTANT**
8. Billing and payments to the CONSULTANT are in accordance with EXHIBIT “E” of the enter Contract Title. Services Agreement and the Payment Schedule, a copy of which is attached and incorporated into this Project Agreement as EXHIBIT “4”.
9. Failure of the CONSULTANT to perform the duties required by this Agreement shall subject the CONSULTANT to, at the Owner's sole discretion, withholding, in partial or in total, payments otherwise due the CONSULTANT for work performed under the Agreement. Any payments withheld are not a penalty for noncompliance, but are to ensure that the SERVICE AUTHORITY will not suffer a financial loss as a result of the failure of the CONSULTANT to perform its required duties.
10. **WARRANTIES AND LIMITS OF LIABILITY**

**Not applicable.**

1. **TERMINATION / SUSPENSION**
	1. Termination in accordance with Section 6 of the enter Contract Title. Services Agreement.
	2. Suspension in accordance with Section 52 of the enter Contract Title. Services Agreement.
	3. Assignment Upon Termination. Upon termination of this Project Agreement, the Work Product of the CONSULTANT shall become the property of the SERVICE AUTHORITY and the CONSULTANT shall within ten (10) working days of receipt of written direction from the SERVICE AUTHORITY, transfer to either the SERVICE AUTHORITY or its authorized designee, all Work Product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the SERVICE AUTHORITY’S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor’s agreements it is holding in connection with this Project Agreement to the SERVICE AUTHORITY. The SERVICE AUTHORITY shall use all Work Product provided under this Section solely for its intended purpose.
	4. Termination for Non-Appropriation of Funds: If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Project Agreement is entered into, for the purposes of this Project Agreement, then the SERVICE AUTHORITY may terminate this contract upon thirty (30) days prior written notice to the CONSULTANT.

Should the SERVICE AUTHORITY choose termination in accordance with this Section, the SERVICE AUTHORITY is liable only for payments due through the date of termination, in the same manner as if the SERVICE AUTHORITY elected to terminate the Project Agreement for convenience under Section 6.1 of the enter Contract Title. Services Agreement.

1. **KEY AND OTHER PERSONNEL ASSIGNED TO PROJECT**

The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Project Agreement, the parties anticipate that the following named Key Personnel shall perform those functions at the rates listed below. All other personnel shall perform the functions and bill in accordance with the labor categories specified in **“Exhibit A–Labor Costs and Compensation”** of the enter Contract Title. Services Agreement.

**CONSULTANT’S KEY PERSONNEL LIST**

**NAME FUNCTION HOURLY RATE**

enter text. enter text. enter text.

enter text. enter text. enter text.

enter text. enter text. enter text.

enter text. enter text. enter text.

The CONSULTANT shall not remove the CONSULTANT’S Key Personnel, as named above, from performance or positions in this Project Agreement without approval of the SERVICE AUTHORITY.

In addition, the CONSULTANT shall submit a formal written request to the SERVICE AUTHORITY prior to removing, terminating and/or re-assigning CONSULTANT personnel as above.

Consultant shall provide the written request to the SERVICE AUTHORITY no later than fifteen days prior to the removal of the Key Personnel. The CONSULTANT shall remove such Key Personnel only after receiving written approval from the SERVICE AUTHORITY.

Provide information requested below if Key Personnel is a Subconsultant.

**KEY PERSONNEL LIST - SUBCONSULTANTS**

The Service Authority reserves the right to request the CONSULTANT to name an employee(s) of a Subconsultant as “Key Personnel”.

**NAME/FIRM**

enter text.

enter text.

The CONSULTANT shall not allow the SUBCONSULTANT to remove or substitute individuals named above as Key Personnel without the prior written approval of the SERVICE AUTHORITY.

The SERVICE AUTHORITY reserves the right to reject any proposed substitution for any of the above named individuals, and the SERVICE AUTHORITY shall have the further right to require that any individual assigned to the Work by the CONSULTANT be removed from the Project Agreement and reassigned for good cause.

1. **INCORPORATION OF AGREEMENT**

All terms and conditions of the “enter Contract Title. Services Agreement” between the SERVICE AUTHORITY and the CONSULTANT dated enter Contract date., not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

1. **SEVERABILITY**

If any term or provision of this Project Agreement or its application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Project Agreement or the application of such terms or provisions to persons or circumstances other than those

to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Project Agreement is deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Project Agreement on the respective dates under each signature: The SERVICE AUTHORITY, signing by and through its General Manager or authorized designee, duly authorized to execute same and by CONSULTANT by and through its representative, duly authorized to execute same.

**CONSULTANT** **SERVICE AUTHORITY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Title Title

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20­­18 Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018