EBIX Insurance No. S200004113

MASTER AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND BELLECCI & ASSOCIATES, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bellecci & Associates, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Sample Work Order Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on May 1, 2020 and terminate on April 30, 2025.

3. WORK ORDERS

A. Contractor shall provide design professional services described in Exhibit A to the City on an as-needed basis and as further described pursuant to individual work orders ("Work Orders") issued in accordance with the Terms and Conditions of this Agreement. Each Work Order shall describe the services and deliverables (collectively "Work") the Contractor must provide, the time limit within which the Contractor must complete the Work, and the compensation for the Work.

B. Each Work Order shall be substantially in the form specified in Exhibit D. Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific requirements of each Approved Work Order.

C. The City will not compensate the Contractor for any Work until the City has executed the Work Order for such Work ("Approved Work Order").

D. Each Approved Work Order incorporates the Terms and Conditions of this Agreement, and becomes a part of this Agreement. An Approved Work Order must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement control over the terms and conditions contained in an Approved Work Order – even if the Approved Work Order expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Order are invalid and unenforceable.

E. The City has no obligation to issue any Approved Work Orders under this Agreement.

F. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

G. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. REMEDY OF DEFECTS

The services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to the documented requests from the City to correct defective services, City may make correction to services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

Each Approved Work Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Work Order Compensation"). The Contractor shall fully complete all Work required by the Approved Work Order for no more than that Maximum Work Order Compensation. City shall only be liable for charges expressly authorized in an Approved Work Order.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement which may include, but not limited to, causing technical errors that result in defective services or products, or failing to submit deliverables to City within the time requirements set forth in this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused

to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review,

acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov,
gdougherty@santaclaraca.gov, and manager@santaclaraca.gov

And to Contractor addressed as follows:

Bellecci & Associates, Inc.
Attention: Daniel Leary
7077 Koll Center Parkway, Suite 210
Pleasanton, CA 94566
daniel@bellecci.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

BRIAN DOYLE
City Attorney

Dated: 7/20/2020

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BELLECCI & ASSOCIATES, INC.
a California corporation

Dated: 03.20.2020
By (Signature):
Name: Daniel Leary, Bellecci & Associates
Title: Principal
Principal Place of Business Address: 2290 Diamond Boulevard, Suite 100
Concord, CA 94520
Email Address: daniel@bellecci.com
Telephone: (925) 681-4885
Fax: (925) 685-4838

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

1. GENERAL

1.1. Silicon Valley Power (hereinafter "SVP" or "City") is planning a continuing effort to upgrade and enhance the underground electrical distribution system to meet new customer demands and to maintain the reliability of the SVP distribution system. SVP will identify projects, including the scope and budget for each project, on as-needed basis pursuant to Approved Work Orders.

1.2. Contractor will be responsible for completing the tasks and deliverables as set forth in Approved Work Orders. The scope of work for a typical project will generally follow the format provided herein.

1.3. The projects herein are not funded by the State of California or the federal government.

1.4. To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City's SOQ 19-20-25 (including subsequent updates), Contractor's proposal response dated December 5, 2019 and Contractor's oral demonstration materials dated February 3, 2020 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

2. APPLICABLE STANDARDS

2.1. Consultant shall perform all work in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. Some applicable City standards include, but are not limited to:

2.1.1. SVP Standard Document UG 1000, latest revision, "Installation of Underground Substructures by Developers."

2.1.2. SVP Standard Document SD 1800, latest revision, "Estimate Drawings" is to be used as a guide for drawing formatting.

2.1.3. SVP Standard Document UG 1250, latest revision, "Encroachment Permit Clearances from Electric Facilities."

2.1.4. City of Santa Clara ST-24, latest revision, "Trench Backfill and Pavement Replacement."

2.1.5. City of Santa Clara ST-25, latest revision, "Soil Boring Backfill and Pavement Replacement."

2.1.6. California Water Code Division 7, January 2014.

3. PROJECT MANAGEMENT

3.1. Contractor shall be responsible for managing the project design schedule and budget. In addition, Contractor shall attend monthly progress meetings and prepare action item logs for subsequent follow-up. Contractor shall maintain frequent and

timely communication with City staff throughout the duration of the project. Schedule updates shall be provided at all progress meetings.

3.2. Contractor shall ensure quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.

3.3. Contractor shall perform all engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding.

4. PROJECT MANAGEMENT TOOL

4.1. Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed by City.

4.2. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

5. PLANS AND SPECIFICATIONS

5.1. Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing.

5.2. Plans and specifications for all projects shall not specify proprietary products or services.

5.3. Substructure design drawings for all projects must show the location and design of City facilities, both existing and proposed. The drawings must also include plan and profile drawings along with elevations.

5.4. Substructure design drawings for all projects must have detailed site plans, including roads, sidewalks, driveways, building outlines, landscape areas, existing and proposed utilities, the limits of the City right-of-way (ROW), and easements.

5.5. The drawings must include electrical cable pulling calculations when needed for the specific project.

5.6. An appropriate Professional Engineer's (PE's) stamp and signature is required on all drawings that will be included in the bid sets. The design must be approved and stamped by a licensed Electrical or Civil Engineer.

5.7. Design drawings must specify that salvage/trash be returned to the City for disposal. All salvage/trash will need to be stripped and separated into separate piles (e.g. metal, wood, etc.) for proper disposal.

5.8. City will provide asset numbers for all required assets. Contractor shall follow City's naming conventions for assets.

6. FIELD INVESTIGATIONS

6.1. Contractor shall perform adequate field investigations to confirm existing conditions including verifying public and private utility facilities during the design process.

6.2. Contractor shall coordinate with City to obtain as-built drawings and to access related requests for inspection of City equipment.

6.3. Contractor shall be responsible for underground locating and potholing for the designs.

6.4. Contractor shall provide surveying services during the design process.

6.5. Contractor shall provide soil testing services as required.

6.6. Contractor is responsible for leaving sites in a safe, clean and orderly manner after the field visits and at all times.

6.7. If a site is found to be in an unsafe or disorderly condition at any time, City will notify Contractor, and Contractor shall immediately correct the condition. If Contractor is unable to make the site safe and orderly, City will make the necessary corrections and charge Contractor. If Contractor makes the corrections, Contractor will be charged for City's time to investigate and stand-by. If a customer files a complaint and City responds and finds that the site is acceptable per City work practices, then Contractor will not be charged for City's time.

6.8. Contractor shall be responsible for obtaining any necessary encroachment permits when performing field investigations such as potholing or soil sampling. Contractor shall be responsible for leaving the worksite(s) in compliance with the encroachment or traffic permit. In areas outside the public right of way or where other permits do not specifically dictate, Contractor shall leave the worksite(s) in a safe, clean and orderly manner. Contractor shall cover and secure all excavations with barriers and flashing lights (or reflectors) set up to warn the public of the hazard.

7. DELIVERABLES

7.1. Substructure Design Drawings

Contractor shall submit hardcopies and digital copies (PDF and native format) of all documents, including but not limited to the following:

7.1.1. 30% Design Plans

7.1.1.1. 30% Design Submittal Package (plans, specifications, engineer's cost estimate, and project construction schedule).

7.1.1.2. 30% review meeting agenda and meeting minutes.

7.1.2. 65% Design Plans

7.1.2.1. 65% Design Submittal Package (plans, specifications, engineer's cost estimate, and project construction schedule).

7.1.2.2. Written response to comments on the 30% Design Submittal Package. Response shall include all previous comments.

7.1.2.3. 65% review meeting agenda and meeting minutes.

7.1.3. 100% Design Plans

7.1.3.1. 100% Design Submittal Package (plans, specifications, engineer's cost estimate, and project bid and construction schedule).

7.1.3.2. Written response to City comments on the 65% Design Submittal Package. Response shall include all previous comments.

7.1.3.3. 100% review meeting agenda and meeting minutes.

7.1.3.4. List of potential bidders in Microsoft Excel format, including the company's name, email address, contact number, and address of business.

7.2. Easement and Permitting Packages

7.2.1. Application packages with all necessary supporting documentation.

7.3. Final permits and easements

7.4. Bid Package

7.4.1. Bid Set of full sized (size D) plans, stamped and signed on each sheet by the Engineer of Record and by discipline.

7.4.2. Written response to City comments on the 100% Design Submittal Package. Response shall include all previous comments.

7.5. Bidding Support

7.5.1. Written clarifications and response to prospective bidders, if needed.

7.5.2. Addenda to the bid documents, if needed.

7.5.3. Written recommendation for award of contract, if needed.

7.5.4. Conformed construction documents, if needed.

7.6. Construction Support

7.6.1. Shop drawing and submittal comments.

7.6.2. Request for Information (RFI) responses.

7.6.3. Site visit memoranda, as required.

7.6.4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.

7.6.5. Change orders, as required.

7.7. Record Drawings and Final Punch List

7.7.1. Final punch list input and written recommendations for substantial and/or final completion.

7.7.2. Record drawings on a CD using AutoCAD, and one set electronic copy in PDF format.

7.7.3. CD containing PDF copies of all submittals received during construction phase.

8. 30% DESIGN PLANS

8.1. For the 30% Design Submittal Package, Contractor shall:

8.1.1. Follow the guidelines of the most current City Design Criteria and Standard Details (Submit three (3), ANSI Size D, hard copies).

8.1.2. Provide cover sheet and plan sheet with base mapping and preliminary details.

8.1.3. Prepare base maps for use in exhibits and contract drawings. Base maps shall be prepared in AutoCAD format for use and shall be used in subsequent design and construction document preparation. The City's preferred base drawing format is ANSI size "D" sized sheets at a legible scale.

8.1.4. Provide cut sheets for proposed equipment.

8.1.5. Document outreach with utility companies.

8.1.6. Update project schedule and add a probable project construction schedule.

8.1.7. Provide 30% engineer's estimate.

8.1.8. Prepare a brief memorandum of determination of the project's CEQA needs including statement if the project is exempt. If a Negative Declaration or Environmental Impact report is required, the preparation of said document shall be added to the Contractor's scope of work for the project.

8.1.9. Create a table of contents list for technical specifications.

9. 65% DESIGN PLANS

9.1. Contractor shall perform engineering and design activities to develop a 65% level of completion construction documents and plans. A 65% level of completion is considered as plans, specifications, and estimate submittal that are generally complete including all major work items and necessary details that are sufficient to allow thorough and complete review by City. Review of the 65% submittal will identify and raise potential issues for resolution in subsequent submittals.

9.2. The 65% Design Submittal Package shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include plans, specifications, engineer's cost estimate, and probable project construction schedule, in accordance with the following:

9.2.1. 65% specifications

9.2.2. Technical specifications

9.2.3. Special provisions, with recommended changes in track changes format. The special provisions shall also include the following:

9.2.3.1. Bid item descriptions and measurement and payment provisions

9.2.3.2. A list of minimum required submittals during construction

9.2.3.3. A table listing all inspections (including any special inspections and materials testing) and associated responsibility

9.2.4. A table list of materials identifying the following:

9.2.4.1. Long lead-time materials (materials with a delivery time equal to or greater than two (2) months)

9.2.4.2. Any items requiring warranties, and associated warranty periods

9.2.5. 65% project schedule update with probable project construction schedule.

9.2.6. 65% construction cost estimate in the form of the bid schedule.

9.2.7. Resolution of utility conflicts or a timeline for resolution of issues

9.2.8. CEQA exemption documentation, if required, suitable for filing at the Santa Clara County Recorder's Office.

9.2.9. Responses to the City's review comments on the 30% Design Submittal Package, along with return of mark-ups.

9.2.10. Other supporting documentation as necessary for the specific project such as: Storm Water Pollution Prevention Plan, documentation of starting permits necessary for the consultant, calculations or reports, list of information available to bidders, etc.

10. 100% SUBMITTAL

For the 100% Design Submittal Package, Contractor shall:

10.1. Address all issues, prior comments, and concerns in this submittal. Contractor shall submit three (3) ANSI size "D" hardcopies.

10.2. Finalize the plans, specifications, engineer's cost estimate, and construction schedule based on the comments from City. All outstanding comments and issues from previous submittals shall be incorporated into the 100% Construction Document Package. The 100% Bid Set documents shall be considered as complete with no future revisions planned nor deemed necessary.

10.3. Submit 100% Construction Document Package (includes final plans, special provisions, technical specifications, and engineer's cost estimate). Hard copy shall be printed single-sided only.

10.4. Conduct a quality control (QC) review of the submittal in accordance with Contractor's Quality Assurance/Quality Control (QA/QC) program.

10.5. Perform a peer review with a certification statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

10.5.1. "The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."

10.6. Review previous projects of agencies near the City and prepare a list of potential bidders for the project.

10.7. Reviewed bid instructions

10.8. Update project schedule.

11. BID PACKAGE

For the Bid Package, Contractor shall:

11.1. Submit two (2) hard copies of full sized (ANSI size D) plans, stamped, dated and signed on each sheet by the Engineer of Record and by discipline for City's approval signatures.

11.2. Submit one (1) hard copy of the technical specifications, printed single-sided only, with cover sheet stamped, dated, and signed by all necessary disciplines.

11.3. Incorporate all City's final comments and redlines from the 100% Design Submittal Package.

11.4. Submit copies and digital format (PDF and native format) of each document.

11.5. Provide final construction cost estimate.

11.6. Update project schedule.

12. BIDDING SERVICES

12.1. Contractor shall attend pre-bid meetings, respond to all bidder's requests for information (RFIs), support the City's coordination efforts to inform plan-holders of significant responses to RFIs, and prepare addenda, as necessary.

12.2. Contractor shall assist City in evaluating bids and preparation of recommendation letter toward the contract, if needed.

12.3. Contractor shall prepare a conformed set of documents that incorporate any addenda into the documents.

13. CONSTRUCTION SUPPORT

13.1. City will have primary responsibility for construction management and inspection. Contractor's point of contact will be the City's project manager, not the construction contractor.

13.2. Contractor shall at a minimum provide or perform the following:

13.2.1. Attend and prepare information for an internal handoff meeting from the Contractor's design team to the City's project management team.

13.2.2. Address possible construction pitfalls and items to be aware of (such as special working hours, shortened timelines for submittal reviews, etc.)

13.2.3. Attend pre-construction meetings.

13.2.4. Participate in the final inspection and development of punch lists.

13.2.5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.

13.2.6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims

13.2.7. Review any proposed substitutions for conformance to plans and technical specifications

13.2.8. Provide revised drawings as required to reflect changes.

13.2.9. Coordinate with relevant parties to respond to design related field inquires during construction.

14. PERMIT AND EASEMENT PACKAGES

14.1. Contractor shall research permit requirements of the City and of any other agencies, whose jurisdiction the project falls under, and prepare the permits for submittals. The permits may include but are not limited to traffic control, encroachment permits, and access agreements.

14.2. Contractor shall be responsible for obtaining required permits, to be issued to City, necessary to bid and construct the project. City will pay permit fees either at submittal or through a pass-through item on Contractor's invoice.

14.3. Contractor shall provide each permitting agency with a project description including the appropriate project plans along with the permitting applications and any necessary supporting documentation.

14.4. Contractor shall submit the permitting package to City for signature and Contractor shall submit to the permitting agencies.

14.5. Contractor shall respond in writing to all questions and comments raised by the permitting agencies. Copies of comments and/or questions received and draft responses shall be submitted to City for approval prior to submittal to the agencies.

14.6. Final permit requirements shall be incorporated into the project's contract documents.

14.7. The following is a list of potential permits that may be required for the project. If additional permits are required or if additional agencies are identified other than those on the list below, they shall be considered included as part of the base scope of services and not as additional services.

- **14.7.1.** Santa Clara County Department of Roads and Airports (Encroachment Permit)
- **14.7.2.** Valley Transportation Authority (Encroachment Permit)
- **14.7.3.** City of Santa Clara (Encroachment Permit)
- **14.7.4.** City of San Jose (Encroachment Permit)
- **14.7.5.** Caltrans (Encroachment Permit)

14.8. For permits that are required to be obtained by the City's construction contractor after contract award, Contractor shall coordinate and make necessary arrangements with the permitting agency during design to ensure the project will be permitted when City's construction contractor applies for the permit.

14.9. Contractor shall submit permits at the appropriate time and within the project schedule to ensure permits are issued and incorporated into the construction documents prior to bid.

15. EASEMENT DRAWINGS/ DOCUMENTS

15.1. Contractor shall prepare easement documents, legal descriptions, and exhibits. Contractor shall coordinate with City to complete the easement acquisition process including getting signatures from owner, etc.

16. DELIVERABLE REVIEW AND COMMENTS

16.1. City will circulate the 30%, 65% and 100% Design Submittal Packages to internal City departments for comments. Contractor shall be responsible for submitting the packages to external stakeholders if required. Contractor shall prepare written responses to all comments received. All redlined drawings shall be returned with Contractor's response on the redlined drawings. Contractor shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved. Contractor shall conduct a review meeting with City to discuss comments and gain concurrence as to how the drawings shall be revised as appropriate to incorporate City's comments. The review meeting will be held at City's designated location.

16.2. The review shall encompass but not be limited to the following areas:

- **16.2.1.** Conformance to approved formats, criteria, specifications, & professional standards of practice.
- **16.2.2.** Adequacy, clarity, and ease of interpretation
- **16.2.3.** Constructability

16.2.4. Compatibility of design discipline interfaces

16.2.5. Errors and discrepancies

16.2.6. Coordination with related designs and project elements

16.2.7. Integration of design disciplines

16.2.8. Incorporation of design changes

16.2.9. Conformance to required environmental mitigation

17. RECORD DRAWINGS AND PROJECT CLOSE OUT

17.1. Upon request by City and in accordance with any bid documents, Contractor shall assist City in determining if the project is ready for the stage of completion requested by the construction contractor (substantial or final completion).

17.2. Contractor shall attend the final walkthrough to provide input to the final "punch list" and help determine if the work is ready for City acceptance. Contractor shall provide City with a written recommendation based on its determination of completion.

17.3. At final completion of each project, Contractor shall provide City with one (1) set of reproducible record drawings and digital copies of said drawings that reflects the changes to the work during construction based upon marked-up prints, drawings, and other data furnished by the construction contractor, City, and other Contractors. If Contractor adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.

17.4. Contractor shall provide a complete set of the record drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. Contractor may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

17.5. Contractor shall participate in a "lessons learned meeting" with all parties at the end of each project.

18. SCHEDULE

18.1. A typical project shall contain at least the following milestones along with the delivery dates for the items in the Deliverables section.

18.1.1. City will issue a job package to Contractor.

18.1.2. Upon receipt of a job package, Contractor shall review the job particulars and respond within two (2) weeks with an estimated cost and schedule for City approval. The schedule shall include any deadlines set by City. As a baseline, a job of normal complexity and size is expected to be done within three (3) months.

18.1.3. Upon City's issuance of an Approved Work Order, Contractor shall contact City to schedule a meeting for the initial project review and identify any information that City can provide which was not included in the initial packet that will be required to complete the project.

18.1.4. Contractor shall schedule a field visit to the site.

18.1.5. Contractor shall allow sufficient time in the schedule to ensure that each design drawing submittal is thoroughly reviewed and approved by City.

19. OUTAGES/CLEARANCES

19.1. During the design phase, Contractor shall coordinate with City to identify and sequence outages or clearances that would be required to complete the project.

20. MATERIALS AND EQUIPMENT

20.1. Contractor shall be responsible for providing all equipment needed to complete the assigned work.

20.2. City will not provide any hand or power tools to Contractor.

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM WORK ORDER COMPENSATION

The maximum compensation shall be as set forth in each Approved Work Order (Maximum Work Order Compensation). No services will be performed unless both Parties execute an Approved Work Order outlining the services requested and the compensation agreed for such services.

2. TIME AND MATERIAL

Where the basis of compensation is time and materials, the project cost shall be calculated using the following hourly rates:

Job Title	Hourly Rate
Principal	$240
Project Manager	$206
Professional Engineer	$198
Senior Engineer	$174
Design / Associate Engineer	$156
Assistant Engineer	$146

Contractor may request adjustments to the hourly labor rates on each anniversary during the term of the agreement. Price adjustments will be made in accordance with the percentage change in the Consumer Price Index (CPI-U) for All Urban Consumers for the San Francisco-Oakland-Hayward area, published by the U.S. Bureau of Labor Statistics. The price adjustment will be determined using the 12-Month Percent Change with a base period of 1982-1984=100.

3. FIXED FEE

Where services are provided for a fixed price, the total fees for the services shall be the amount set out in the Approved Work Order.

4. REIMBURSABLE EXPENSES

Any reimbursement to the Contractor is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	The rental of any specialized equipment to the extent the City has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
4.	Other reimbursable expenses with prior written approval from the City (e.g., permit fees)	No Markup

5. INVOICING

5.1. Contractor shall render invoices in accordance with the fees, payment schedule, and other terms and conditions specified in the applicable Approved Work Order. If Contractor is entitled to reimbursable expenses, the invoice will include such expenses and/or costs associated with the Work completed during the invoice period.

5.2. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to:

EBIX Inc.
City of Santa Clara – Silicon Valley Power
P.O. Box 100085 – S2

Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EXHIBIT E
SAMPLE WORK ORDER FORM

This Work Order is issued by the City of Santa Clara acting by and through its **Electric Utility, Silicon Valley Power** (the "Department") to the contractor listed below. This Work Order shall constitute a binding legal contract between the Department and Contractor pursuant to the terms of the Agreement referenced below. In the event of any inconsistency between this Work Order and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

Work Order No.:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other _____
Contract No.		
Contractor Name/Address:		
Master Agreement Name:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Order:	**Start Date:**	**Expected Completion Date:**
Maximum Work Order Compensation:		
Sufficient funds are available in Fund #: (to be completed by City)		

Signatures:

Contractor Name [Print]: Date:

_____ _____
Signature

City's Project Manager [Print]: Date:

_____ _____
Signature

City's Department Director Name [Print]: Date:

_____ _____
Signature

PART B: SERVICES TO BE PERFORMED FOR WORK ORDER

1. REVISED WORK ORDER

☐ No
☐ If yes, provide a brief description of the change(s).

2. SCOPE OF WORK TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the Terms and Conditions of the Agreement. (Insert a detailed scope of work below or attach as a separate file.)

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:
☐ No expenses are reimbursable.
☐ Expenses are separately reimbursable in the maximum amount of: _____

c. Payment Schedule: ☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Work

d. Payment Terms. Provide payment terms below or attach as a separate file.