SAINT PAUL REGIONAL WATER SERVICES AGREEMENT

PURCHASER (Referred to as "The City")
Board of Water Commissioners of the City of Saint Paul
1900 Rice Street
Saint Paul, MN 55103
Phone: 651-266-6530

CONTRACTOR
RB Advisory LLC
PO BOX 1347
Winter Park, Fl 32789

Effective Date: 4/1/2025
Expiration Date: 3/31/2028
Contract Start Date: 4/1/2025
Contract End Date: 3/31/2028
Brief Contract Description: MCPSA-SPRWS-PENETRATION TESTING SERVICES-RB ADVISORY

Contacts
Buyer Contact Information:
Chanel Scott - Chanel.Scott@ci.stpaul.mn.us

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Contract Project Manager Contact Information:
Regine Bonneau, CEO/Founder
954-330-6015

CONTRACT LINES

Item	Item Description	Unit of Measure	Base Cost
PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	8P	0.00000

Board of Water Commissioners of Saint Paul
Terms and Conditions
PSA
Master Contract

This **"Agreement,"** made and entered into on the effective date contained herein by and between the Board of Water Commissioners of the City of Saint Paul, hereinafter referred to as "The Board," d/b/a Saint Paul Regional Water Services ("SPRWS") and the above-named Contractor, hereinafter referred to as "Contractor." The Board and the Contractor are each a "**Party**" and collectively the "**Parties**." References to the "**City**" shall mean the City of Saint Paul. The Board and Contractor, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

Section 1. Time For Completion.

Contractor will provide the services comprised of the tasks, deliverables, and timeline(s) (the "Work") articulated in Exhibit A, which is attached and incorporated into this Agreement by reference. The services rendered by Contractor will commence upon execution of the Agreement and with the specific prior agreement of the Board or its designated representative to proceed. The Work will be completed in accordance with the written schedule mutually agreed upon with the Board, but no later than the expiration date as provided in this Agreement. No claim for labor, services, or products provided by the Contractor not specifically provided for in this Agreement, will be honored by the Board.

In the event that there are delays caused by actions of the Board or which may be reasonably requested by the Contractor which might require change to the completion date, Contractor must request in writing an extension of time for completion of the Services. The Project Manager will review the request and, if an extension is required, grant to the Contractor such extensions of contract time as may be reasonable in the Board's discretion. A request shall not be deemed approved unless the Project Manager has provided approval to the Contractor in writing.

Section 2. Project Management.

The Board requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the Saint Paul Regional Water Services General Manager is grounds for termination of the Agreement by the Board.

The Board has designated the individual on Page 1, as the Board's Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement will be addressed. The Project Manager will have the authority to transmit instructions, receive information, and interpret and define the Board's policy and decisions pertinent to the work covered by this Agreement.

Section 3. Billings and Payment.

The amounts articulated herein will fully compensate Contractor for all Work and associated costs. The Board will not honor any claim for services and/or costs that the Contractor has not specifically provided for in this Agreement. Notwithstanding anything to the contrary in this Agreement, total costs for the Work must not exceed the amount referenced herein.

Contractor must submit an itemized invoice monthly or after Work is complete. Invoices should clearly itemize all goods and/or services provided. Upon receipt of the invoice and verification of the charges by the Project Manager, the Board and/or the City will make payment to Contractor within thirty-five (35) days in accordance with Minnesota Statutes Section 471.425, or as the same may be amended, supplemented or superseded. Contested invoices will not be paid until the billing issue is resolved to the Board's satisfaction, and the Board and/or City will have thirty-five (35) days from that date to make payment.

Section 4. Board Responsibilities

The Board agrees to provide Contractor with access to any information from Board documents, staff, and other sources under the control of the Board needed by Contractor to complete the work and/or Services to the extent permitted by law. Upon the request of the Board, the Contractor agrees to sign any Confidentiality or Non-Disclosure Agreement that the Board reasonably requires before releasing any information that is deemed confidential or private pursuant to Chapter 13, Minnesota Government Data Practice Act.

Section 5. Amendment or Changes to Agreement.

Board or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the Board. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties. Amendments, modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

Section 6. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person, sent by certified United States mail, or via electronic mail with Return Receipt Requested. Any notices or other communications should be addressed to the individuals and addresses listed on page one (1) of this Agreement.

Section 7. Survival of Obligations.

The respective obligations of the Board and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement will survive such termination, cancellation, or expiration.

If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

Section 8. Records, Dissemination of Information.

For purposes of this Agreement, the following words and phrases have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"**Work Product**" means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results solely from Contractor's Services under this Agreement.

"**Supporting Documentation**" means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other formats which result solely from Contractor's Services under this Agreement, and which are used to generate any and all work performed and work products generated under this Agreement.

"**Business Records**" means any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to Contractor and pertaining to the Services under this Agreement.

A. All Work Products and Supporting Documentation must be delivered to the Board and will become the property of the Board after final payment is made to the Contractor with no right, title, or interest in said Work Products or Supporting Documentation vesting in Contractor, except as provided in this section. Contractor retains the right to all its software, intellectual property and templates that are not Work-specific deliverables, as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects. Contractor is not liable for any unauthorized use or reuse of any plans or specifications by the Board or any third party.

B. The Contractor agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the Work performed under this Agreement without prior knowledge and written consent of the Board.

C. In the event of termination, all Work Product finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, must be delivered to the Board by Contractor by the termination date without further obligation of the Board to Contractor except for payment of amounts due and owing for Work performed and costs incurred as of the date and time of termination.

D. The Contractor must maintain all Business Records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the Board, appropriate federal agency or agencies, the Auditor of the State of Minnesota, or other duly authorized representative.

E. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat.§§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control. The Contractor agrees to hold the City and the Board, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, the Contractor must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennessen warnings.

Section 9. Human Rights/Affirmative Action/Economic Opportunity Requirements and Specifications.

A. Requirements
Contractor must comply with the City of Saint Paul's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct.

Contractor also must comply with the City of Saint Paul's Vendor Outreach Program pursuant to Chapter 84 of the Saint Paul Administrative Code. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same. By singing this Agreement, Contractor agrees to abide by these requirements for contracts issued in the name of the Board.

B. Specifications
When applicable, the Contractor must comply with the Affirmative Action and Vendor Outreach Specifications attached to this Agreement and incorporated by reference herein.

Section 10. Affirmative Action Plan.

Pursuant to City of Saint Paul Administrative Code § 86.06 and City of Saint Paul Legislative Code §183.04, every contractor and/or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded $50,000 must complete and submit to the Department an Affirmative Action Program Registration form along with a $75 dollar registration fee. This requirement also applies to contracts issued in the name of the Board of Water Commissioners of Saint Paul. By singing this Agreement, Contractor agrees to abide by these requirements for contracts issued in the name of the Board.

Section 11. Compliance with Applicable Law.

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Contractor's performance of the provisions of this Agreement. The Contractor must at Contractor's expense apply for and obtain all permits and/or licenses required and keep such in force during Contractor's performance of this Agreement.

Section 12. Conflict of Interest.

Contractor's acceptance of this Agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." The Contractor also affirms that to the best of the Contractor's knowledge, Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that should any conflict or potential conflict of interest become known to the Contractor, it will immediately notify the Procurement Manager (or equivalent) of the situation so that a determination can be made about Contractor's ability to continue performing services under this Agreement. Contractor agrees to be bound by these requirements for contracts issued in the name of the Board.

Section 13. Hold Harmless.

The Contractor will bear all losses, expenses (including attorney's fees) and damages resulting from any negligent act or omission by the Contractor, or any person employed by Contractor in carrying out the terms of this Agreement. The Contractor will defend, indemnify, and hold harmless, to the extent allowed by law, the City and the Board and its officers, agents and employees from all liabilities, claims, damages, costs, judgments, lawsuits, and expenses, including court costs and reasonable attorney's fees, regardless of the Contractor's

insurance coverage, resulting from any negligent act or omission by the Contractor or any person employed by Contractor in carrying out the terms of this Agreement. This indemnification shall not be construed as a waiver on the part of the City or the Board of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law. This obligation of the Contractor shall survive the termination or expiration of this Agreement.

Section 14. Assignment.

The Board and Contractor each binds itself and its successors, legal representatives, and assigns, with respect to all covenants of this Agreement; and neither the Board nor the Contractor will assign or transfer its interest in this Agreement without the written consent of the other.

Section 15. Termination.

A. Termination with Cause.
The SPRWS may terminate this Agreement for cause if the Contractor fails to, in a timely and proper manner, comply with any term or condition of this Agreement or to provide the goods or services stated herein. If the SPRWS exercises its right to terminate under this Section, it will submit written notice to the Contractor ("Notice to Cure"), specifying the nature of the breach and the date by which such breach must be cured. If after notice the identified breach has not been cured, the SPRWS may immediately terminate this Agreement. Contractor will be liable for additional costs incurred by the SPRWS in obtaining replacement goods, services, and other reasonable expenses resulting from the termination with cause of this Agreement. The SPRWS will provide the Contractor with a written statement detailing such costs which Contractor shall pay within 30 days of receipt. These remedies shall be in addition to any other remedies available to the SPRWS in law or equity. The SPRWS shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

The SPRWS may immediately terminate this Agreement for cause, without a Notice to Cure, if the SPRWS determines the actions or omissions under the Contractor's control pose an imminent threat to the safety or security of persons or property.

B. Termination for Convenience.
The SPRWS may terminate this Agreement at any time, with or without cause, upon a 30-day written notice to the Contractor. Upon termination for convenience, the Contractor will receive payment for services or goods satisfactorily performed or delivered before the date of termination.

C. Termination for Insufficient Funding.
The SPRWS may terminate this Agreement, in whole or in part, if: (a) the specific funding, appropriated to the SPRWS by the United States of America ("federal") or the State of Minnesota ("state"), whether directly or through a pass-through entity, associated with the project or program underlying this Agreement is reduced, eliminated, or no longer available; (b) the applicable federal or state program, tax, credit, or related policy is modified or rescinded in a way that materially affects the SPRWS's interest in and/or ability to execute or benefit from the Agreement; or, (c) the purpose of the Agreement is rendered unnecessary due to such changes.

The SPRWS shall provide the Contractor with written notice of such termination specifying the date, reasons for termination, and the extent to which this Agreement is terminated. Contractor will receive payment for services or goods satisfactorily performed or delivered before the date of termination.

D. In the Event of Termination.
If the SPRWS elects to terminate under any provision of this section, either in whole or in part, it will send Contractor a notice of such termination, "Notice of Termination". Upon receiving a Notice of Termination, the

Contractor must immediately discontinue further commitments of funds or resources for all or the terminated portions of this Agreement. The SPRWS is not obligated to pay for any goods or services that are provided after notice of the effective date of termination. The Contractor must deliver all work products and supporting documentation developed up to the time of termination prior to the SPRWS rendering final payment for service.

The SPRWS will not be liable for any damages, claims, lost profits, or additional costs resulting from the termination of this Agreement under this section, except as expressly stated above.

Section 16. Interpretation of Agreement, Venue, Conflicts.

A. Interpretation of Agreement and Venue.
This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in Ramsey County District Court, Second Judicial District, State of Minnesota, or the United States District Court, District of Minnesota, where applicable.

B. Conflicts.
Any ambiguities related to the terms and conditions set forth in this Agreement will be construed in favor of the Board. If any provision of this Agreement conflicts with federal laws or regulations, the federal laws and regulations will control.

Section 17. Independent Contractor.

It is agreed by the Parties, that at all times and for all purposes related to the solicitation and performance of this Agreement, the relationship of the Contractor to the City and the Board is that of independent contractor and not that of employee. No statement contained in the specifications or this resulting Agreement will be construed so as to find the Contractor an employee of the City or the Board, and Contractor is entitled to none of the rights, privileges, or benefits of City or Board employees.

Section 18. Waiver.

Lack of enforcement by the City or the Board of any breach of this Agreement does not constitute a waiver of the City or Board's right to enforce any subsequent breach or default.

Section 19. Subcontracting.

A. Written Approval Required.
The Contractor agrees not to enter into any subcontracts for any of the Work contemplated under this Agreement without obtaining prior written approval of the Board/SPRWS. As required by Minnesota Statutes Section 471.425, Subd. 4a, the Contractor must pay any subcontractors within ten (10) days of the Contractor's receipt of payment from the City and/or the Board for undisputed services provided by the subcontractors, and the Contractor must comply with all other provisions of that statute.

B. Subcontractor Agreements**.**
The Contractor agrees to incorporate these terms and conditions, exhibits, attachments, specifications, and all related contract documents and materials into all subcontractor agreements and agrees to cause its subcontractors to do the same in any subordinate subcontractor agreements.

C. Subcontractor Payment.

Prime contractors are required to pay any subcontractor pusuant to paragraph A of this section and applicable Minnesota Statutes. The prime contractor will be required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10.00. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. Ref: Minnesota Statues 1995, amending Section 471.425, effective 8-1-95.

Section 20. Force Majeure.

Neither the Board, nor the Contractor will be held responsible for performance if performance is prevented by acts or events beyond the Party's reasonable control, including, but not limited to: severe weather, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of the legislature, judiciary, or executive.

Section 21. Entire Agreement.

Specifications and other solicitation materials specifically referenced and incorporated into this Agreement and these General Terms and Conditions constitute the entire Agreement between the parties and supersede all prior oral or written negotiations.

Section 22. Insurance.

A. Contractors
Contractors must carry insurance of the kind and in the amounts shown below during the term of this Agreement and any extension periods. Certificates for General Liability Insurance must state that the City of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds, and the Board of Water Commissioners of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds. Contractor must submit the corresponding "additional insured" endorsement outlining policy coverage for the City. The policy must include an "all services, products, or completed operations endorsement as a sublimit to the General Liability Policy. Errors and omissions coverage must be included if the Contractor will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

B. Subcontractors or Independent Contractors.
If the City or the Board gives written approval for Contractor to utilize subcontractors or other independent contractors to fulfill the terms and conditions of this Agreement, each subcontractor or independent contractor is required to have and secure for the duration of this Agreement and any extension periods (or the period of time during which said contractor is working on this Agreement) to have and maintain their own general liability, auto liability and workers compensation insurances that provide coverage for their own employees. If requested by the City or the Board, subcontractors and independent contractors must certify that they are not entitled to receive employee benefits of any type because their contractual relationship with the City or the Board is of that of a subcontractor or independent contractor, not a City or Board employee.

C. Insurance Limits.
1. General or Business Liability Insurance
$1,500,000 per occurrence
$2,000,000 aggregate per project
$2,000,000 products/completed operations total limit
$1,500,000 personal injury and advertising

Errors and Omissions
$1,000,000 per occurrence
$1,000,000 aggregate

2. Automobile Insurance.
a. Commercial Vehicles. When commercial vehicles will be used in connection with the Agreement, these minimum coverage amounts are required:
Bodily Injury
$750,000 per person
$1,000,000 per accident
Property Damage
Not less than $50,000 per accident
Coverage must include: hired, non-owned and owned auto

b. Personal Vehicles. When personal vehicles are used in connection with the Agreement, neither the City nor the Board is required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Contractor must provide the City and the Board with Endorsements from the insurance company.
Bodily Injury
$30,000 per person
$60,000 per accident
Property Damage
$20,000 per accident

c. Rental Vehicles. When rental vehicles are used in connection with the Agreement, the Contractor must either purchase insurance from the rental agency or provide the City and the Board with proof of insurance as stated above.

d. In the event that the Contractor will not use a vehicle in to complete the tasks described in Exhibit A - Scope of Work pursuant to this Agreement, the Contractor must provide a statement to that fact in the form of an email or a letter (on business letterhead) prior to beginning work on the contract. In such a case, proof of automobile insurance will not be required.

3. Worker's Compensation and Employer's Liability. Worker's Compensation coverage is required per Minnesota Statutes. Employer's Liability must have a minimum of:
$500,000 per accident
$500,000 per employee;
$500,000 per disease policy limit.

a. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City and the Board with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. Professional Services Coverage. Professional Liability Insurance is required when the Agreement is for service for which professional liability insurance is available for purchase. Professional Liability must have minimum liability limits of:
$1,000,000 per occurrence
$1,000,000 aggregate

5. Work Scope Specific Insurance. If required by the type of services being provided, the following minimum insurance limits apply for: Pollution Liability or Hazardous Waste, Builder's Risk, or other specialty insurance:
a. Pollution Liability / Hazardous Waste.
$1,000,000 per occurrence
$1,000,000 aggregate

b. Builder's Risk Insurance. Required for the cost of the project.

c. Fireworks Insurance. Required in the amount of $5,000,000 minimum when fireworks will be used at an event to be held on City property.

d. Liquor Liability Insurance. Required when liquor will be served at an event. Limits are dependent on the size of the event, but must not be less than:
$1,000,000 per occurrence
$1,000,000 aggregate

D. General Insurance Requirements
1. All policies must be written on an occurrence basis or as acceptable to the City and the Board. Certificates of insurance must indicate that the policy is issued on an occurrence basis.

2. The Contractor may not commence any work until the Certificate(s) of Insurance including all required insurance coverage for the project is approved, and the Project Manager has issued a notice to proceed. Contractor must carry valid insurance for the duration of the original Agreement and any extension periods.

3. The City and the Board reserve the right to review Contractor's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.

4. Nothing precludes the City or the Board from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services requires changes, if the amount of the Agreement is significantly increased, or if the exposure to the City, the Board, or Saint Paul residents is deemed to have increased.

5. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy must be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) will be provided with any certificate of insurance.

Section 23. Counterparts.
The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument

Section 24. Electronic Signatures.

The Parties agree that the electronic signature of a Party to this Agreement will be as valid as an original signature of such Party and will be effective to bind such Party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

Section 25. Additional Terms and Conditions Incorporated by Reference, City/Board Terms and Conditions Supreme.

The City or the Board may incorporate by reference Federal, State, and/or City Department project specific specifications or proposals. Except as otherwise provided in this Agreement, if any provision contained in the Federal, State, or project specific specifications or proposal conflicts with, or inconsistent with, any provision in the general City/Board Terms and Conditions, the more restrictive provision will control. Notwithstanding the foregoing, the City/Board Terms and Conditions and the included attachments supersede Contractor proposals or attachments.

Section 26. Additions.

During the contract period, the City reserves the right to request pricing for and add to the contract a limited number of like services or items to accommodate the need for any services or items that may have been inadvertently omitted from the scope of work included in Exhibit A.

Section 27. Non-Exclusive Services/ Scope of Work.

The Board reserves the right to establish additional Master Contracts and/or do competitive solicitations for needed products or services deemed to be in their interest.

Section 28. Exhibits.

As so referenced in these terms and conditions, the Exhibits, project specific specifications and related documents attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into and made part of this Agreement.

Exhibit A: Scope of Work
Attachment 1: Contractor Scope of Work

EXHIBIT A
Scope of Work

The purpose of this SOW is to describe the work, services, tasks and/or deliverables that Contractor will provide to [the Board] under the Board Terms and Conditions agreed upon by the Parties, (the "**Agreement**"). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the work, services, tasks and/or deliverables described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Contractor hereunder.

Project Description and Purpose:

SPRWS seeks a qualified firm to conduct comprehensive cyber and physical penetration assessments of its assets, identifying vulnerabilities from both internal and external attack vectors.
The purpose of this master agreement is to secure services from the Contractor requested by the Board as detailed in "schedules" which become addendums to the agreement. The Board and Contractor have agreed to dedicate, budget, and allocate an amount for future professional services to be agreed upon between the parties based upon submitted Statements of Work (SOWs) entered into between them that shall be detailed as "schedules". during the term of this Agreement. The agreed upon amount of funds to be dedicated shall not exceed $150,000 (hereinafter, "Pool" of available funds). No amounts will be due and payable from the Pool of funds unless and until services have been agreed upon in a schedule, delivered, and then invoiced pursuant to its terms. Any and all such schedules shall, except as otherwise expressly set forth in said schedule(s), be pursuant to the terms and conditions of this Agreement. The amounts will be due and payable for each schedule.

It is specifically understood that each schedule must include:

I. *Statement of Work

This Statement of Work (SOW) outlines the scope, deliverables, timeline, and responsibilities for each testing event. It provides a clear framework for the testing process, ensuring alignment between all parties involved.

II. Deliverables

1. **Requirements Documentation**
2. **Final Design**
3. **Timeline**
4. **Executive Summary**
    a. Overview of the project and key findings.
    b. Strategic recommendations for remediation efforts.
5. **Findings Report**
    a. Detailed technical report outlining vulnerabilities discovered.
    b. Severity ratings (Critical/High/Medium/Low/Informational) for each finding.
    c. Assessment of the level of effort required for exploitation.
6. **Recommendations**
    a. Actionable remediation strategies for each disclosed finding.
    b. Guidance on industry-leading best practices to enhance security posture.

III. Roles and Responsibilities

Client Responsibilities

- Provide access to current system documentation and resources.
- Review and approve deliverables within agreed timelines.
- Allocate necessary resources for test execution.

Service Provider Responsibilities

- Assign qualified personnel for project execution.
- Ensure timely delivery of agreed milestones and deliverables.
- Maintain transparent communication and provide regular status updates.
- Address any technical issues during the project lifecycle.

IV. Acceptance Criteria

The project will be considered complete when:

- All deliverables have been reviewed and approved by the client.
- Test has been successfully completed, with all critical issues resolved.
- Documentation and results materials and recommendations are delivered to the client.

V. Compensation Terms

When work is required, a scope and fee will be provided by the Contractor as required.
All invoicing is subject to Section 3 of the City's General Terms and Conditions unless otherwise stated.

- A cost estimate for the work that includes lump sum and not-to exceed amount.
- Payment in full will be payable upon completion of successful test and deliverables have been approved by the client.
- No amounts will be due and payable from the Pool of funds unless and until services have been agreed upon in a schedule, delivered, and then invoices pursuant to its terms.
- No guarantee is made that all funds allocated in the Pool will be and remain the property of The Board.

VI. Other Information:

If other information is pertinent to the Agreement, please enter it here. This section can be used to clarify any additional agreements between the Parties. Remove if inapplicable.

VII. Contractor/Professional Service Provider Attachments

If the Contractor/Professional Service Provider has additional contract attachments, plans, etc. They should be denoted in Section 26 of the City Terms and Conditions.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

XYZ Company

Address should match addresses on file with the City

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC				01/01/0000	12/31/0001	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,500,000.00 $ $ $ $ 2,000,000.00 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000.00 $ 750,000.00 $ 1,000,000.00 $ 20,000.00
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000.00 $ 500,000.00 $ 500,000.00
D	Professional Liability						Per Occurence $1,000,000.00 Annual Aggregate $1,000,000.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds.

CERTIFICATE HOLDER

City of Saint Paul
15 Kellogg Blvd W
Saint Paul, MN 55102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE