

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into **August 9, 2018** by and between Santa Clara Unified School District ("District") and

**Energy Efficiency LLC
2101 L Street NW, Suite 800
Washington, DC 20037**

This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

WHEREAS, the District has completed and anticipates completing design and construction of works of improvement, "Projects", under various capital improvement programs.

WHEREAS, in connection with design and/or construction of the Project, the District desires to obtain certain consulting services, ("Consultant Services") as more particularly identified and described in Addendum No. 1 to this Agreement.

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein and in Addendum No. 1; if any portion of the Consultant Services require, by applicable law, rule or regulation, that Consultant be licensed to provide the Consultant Services, Consultant is and will be properly licensed at all times while providing such Consultant Services.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

AGREEMENT

1 CONSULTANT SERVICES

- 1.1 Scope of Consultant Services.** The Consultant Services are those set forth in Addendum No. 1 to this Agreement. The Consultant will identify specific personnel who will be assigned Consultant Services along with a description of the Consultant Services to be performed or provided by personnel identified by the Consultant. Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule or regulation. Unless expressly provided in Addendum No. 1, the Consultant shall not modify or permit the modification of any portions of the Design Documents or the Construction Contract Documents for the Project. Except as set forth in this Agreement or Addendum No. 1, the Consultant shall provide all materials, tools and other items necessary to complete the Consultant Services and authorized Additional Consultant Services.
- 1.2 Additional Consultant Services.** Services not included in the Consultant Services are Additional Consultant Services. Without invalidating this Agreement, the District may make changes to the Consultant Services by adding, deleting or modifying the Consultant Services described in Addendum No. 1 by written notice to the Consultant. If Additional Consultant Services are authorized by the District which do not result from the Consultant's fault or neglect, the Consultant will be compensated for authorized Additional Consultant Services in accordance with this Agreement.
- 1.3 Consultant Standard of Care.** The Consultant Services and authorized Additional Consultant Services; if any, shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and (c) in accordance with applicable laws, rules and regulations. The Consultant acknowledges that the Consultant Services are to be provided and performed in conjunction with other services provided by other parties relating to the Project, including without limitation, the Architect and the Contractor.

Accordingly, Consultant acknowledges and agrees that the Consultant Services will be provided as required by the progress of Project design or construction and that the Consultant Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of Project design and construction. The Consultant is liable to the District for the consequences of its failure to provide, perform and/or complete the Consultant Services or authorized Additional Consultant Services in a manner not complementary with the Project activities of the Architect and Contractor or in an untimely manner.

- 1.4 Consultant as Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement and Addendum No. 1 hereto set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

2 CONTRACT PRICE.

- 2.1 Contract Price for Consultant Services.** The basis of the District's payment of the Contract Price for the Consultant Services shall be in accordance with Addendum No. 1. The Contract Price set forth in Addendum No. 1 for the Consultant Services represents the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices/homes and the Site and the District's Administrative Offices, travel, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement.
- 2.2 Additional Consultant Services.** If the District authorizes Additional Consultant Services, the District's payment of such Additional Consultant Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Consultant Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Consultant Services multiplied by the applicable personnel hourly rate set forth in Exhibit A to this Agreement.
- 2.3 Reimbursable Expenses.** The extent to which any expenses are set forth in Addendum No. 1 as allowable Reimbursable Expenses, the Consultant will be paid the direct actual costs (including credits for trade discounts) of the allowable Reimbursable Expense.
- 2.4 Consultant Billings for Payment of Contract Price.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Consultant Services, authorized Additional Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Consultant's billings shall be in such form and format as may be reasonably requested by District.
- 2.5 District Payment of Contract Price.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, authorized Additional Consultant Services and allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due Consultant hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor or Architect engaged by the District for Project construction or design. The District may, however, withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured

such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

- 2.6 Consultant's Payments.** The Consultant shall promptly pay its employees, Sub-Consultants, if any, and others performing or providing Consultant Services or authorized Additional Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services or authorized Additional Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services or authorized Additional Services, the obligation for compliance rests solely with the Consultant.

3 INSURANCE; INDEMNITY

- 3.1 Consultant Insurance.** At all times during performance of Consultant Services and authorized Additional Consultant Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth in Addendum No. 1 to this Agreement.
- 3.2 Workers Compensation and Employers Liability Insurance.** The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
- 3.3 Commercial General Liability Insurance.** The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and for which Consultant may be legally responsible: (a) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (b) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (c) claims for damages insured by usual personal injury liability coverage; (d) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (e) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (f) contractual liability insurance applicable to obligations under this Agreement. District shall be an additional named insured to Consultant's commercial general liability insurance policy.
- 3.4 Professional Liability Insurance.** [Not Used]
- 3.5 Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 3.6 District General Liability Insurance.** The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

3.7 Indemnity.

- 3.7.1 Consultant Indemnity of District.** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the District and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.
- 3.7.2 District Indemnity of Consultant.** The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

4 TERMINATION; SUSPENSION

- 4.1 Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services, authorized Additional Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services, Reimbursable Expenses or authorized Additional Consultant Services.
- 4.2 District Right to Suspend.** The District may, in its discretion, suspend all or any part of the design or construction of the Project or the Consultant's services hereunder; provided, however, that if the District shall suspend design or construction of the Project or Consultant's services hereunder for a period of sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of Consultant or its Sub-Consultants, upon rescission of such

suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Consultant, if any, as a direct result of the suspension and resumption of Project design or construction or Consultant's services hereunder.

4.3 District Termination for District Convenience. The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services, authorized Additional Consultant Services or allowable Reimbursable Expenses provided or incurred through the date of termination plus actual costs incurred by Consultant directly attributable to such termination. Except as set forth above, the Consultant shall not be entitled to other compensation if the District exercises the right to terminate hereunder.

4.4 Consultant Suspension of Consultant Services. If the District shall fail to make payment of the Contract Price when due Consultant hereunder, Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received. In such event, Consultant shall have no liability for any delays or additional costs of Project design or construction due to, or arising out of, such suspension.

4.5 Consultant Obligations upon Termination. Upon the District's exercise of the right of termination hereunder, the Consultant shall take action as directed by the District relative to on-going preparation of the Design Documents or Project construction. If requested by the District, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

5 MISCELLANEOUS

5.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

5.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

5.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

5.4 Project Records. Records, documents and other materials generated or received by Consultant in the course of performing services hereunder shall be delivered to the District. Consultant may, at its sole cost, make copies of such records for its own files.

5.5 Notices. Notices under this Agreement to the Consultant shall be addressed and delivered as set forth in Addendum No. 1. Notices to the District shall be addressed and delivered as follows:

Chief Business Official
Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95051

William Volker, President
Efficiency Energy, LLC
2102 L Street NW, Suite 800
Washington, DC 20037

5.6 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

5.7 Definitions.

- 5.7.1 Sub-Consultants.** Sub-Consultants are persons or entities under contract with the Consultant to provided a portion of the Consultant Services or authorized Additional Services. If required by applicable law, rule or regulation, Sub-Consultants shall be properly licensed for the Consultant services provided or performed by as Sub-Consultant. The Consultant is responsible for the adequacy, timeliness and quality of the services provided or performed by a Sub-Consultant. The foregoing notwithstanding no portion of the Consultant Services or authorized Additional Consultant Services shall be performed or provided by a Sub-Consultant to the Consultant without the prior consent and approval of the District which may be withheld, limited or conditioned in the sole discretion of the District.
- 5.7.2 Architect.** The Architect is the person or entity retained by the District to prepare Design Documents for the Project and to provide other services in connection with design, bidding and construction of the Project. The term Architect includes Design Consultants retained by the Architect.
- 5.7.3 Contractor.** The Contractor is the person or entity under contract to the District to construct the Project. The term Contractor includes Subcontractors under contract to the Contractor and if the District awards more than one Construction Contract for construction of the Project, the term Contractor shall refer to all such Contractors.
- 5.7.4 Site.** The physical area designated in the Design Documents for Project construction and related activities.
- 5.7.5 Design Documents.** Drawings, specifications and other Instruments of Service prepared by or on behalf of the Architect for bidding and construction of the Project.
- 5.7.6 Construction Contract Documents.** The documents issued by the District for bidding the Construction Contract and construction of the Project. The Construction Contract Documents include the Design Documents and include all modifications issued by or on behalf of the District.
- 5.7.7 Construction Manager.** The Construction Manager, if one is designated by the District for the Project, is an independent contractor retained by the District to assist the District in connection with design, bidding and construction of the Project. The Construction Manager is authorized to act on behalf of the District in connection with the Project as set forth herein and in the Construction Contract Documents.

5.8 Disputes.

- 5.8.1 Consultant Continuation of Services.** Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant shall continue to provide and perform Consultant and authorized Additional Services pending a subsequent resolution of such disputes.
- 5.8.2 Mandatory Mediation.** All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing arbitration proceedings pursuant to the following Paragraph.
- 5.8.3 Arbitration.** All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Construction Industry Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by the Consultant, the Construction Manager if any, the Contractor, Architect or the District relating to the Project and arising in whole or in part out of this Agreement or the services provided by or through the Consultant hereunder, Consultant and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the Site.
- 5.8.4 Entire Agreement.** The foregoing constitute the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant. This Agreement, the accompanying Conditions and the documents enumerated below, if any, are all of the documents forming a part of the Agreement.

Addendum No. 1

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the date set forth above.

"District"

SANTA CLARA UNIFIED SCHOOL DISTRICT

By: _____

Title: Eric Dill, Chief Business Official

"Consultant"

Energy Efficiency LLC

By: _____

Title: William Volker, President

ADDENDUM NO. 1
TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN
SANTA CLARA UNIFIED SCHOOL DISTRICT AND
ENERGY EFFICIENCY LLC

This Addendum No. 1 modifies terms and conditions of the Agreement for Consultant Services (“Agreement”) between Santa Clara Unified School District (“District”) and **Energy Efficiency LLC** in connection with the Project commonly referred to as **Energy Policy Act of 2005 and IRS Code 179D**.

- 1. Consultant Services.** Consultant Services under the Agreement consist of the following:

(See attached Statement of Work)

- 2. Contract Price.** The Contract Price for the Consultant Services shall be based upon the following:

1.1 The District shall pay Consultant a Fee based upon the actual Monetized Tax Benefits received by the District from the 179D Credits associated with District projects (“The Tax Benefits”). The Fee shall be a Percentage of the District’s portion of the Tax Benefits and shall be paid by the District to the Consultant within 30 days of receipt the Benefits by the District.

2.1 The Percentage shall be calculated using the Cumulative Tax Benefits of all Projects covered by this Agreement, as follows:

Cumulative Tax Benefit	Percentage of Fee
Up to \$499,999	15%
\$500,000 to \$999,999	12.5%
\$1,000,000	10%

3.1 Fees are calculated on a “Total District Basis”, meaning that Credits for all District Locations are reviewed as one total amount and Consultant’s Fees are based upon the Cumulative Total of all Credits that the District receives under this Project.

- 3. Insurance.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Sub-Consultants, if any, shall be as follows:

Policy of Insurance	Minimum Coverage Limits
Workers Compensation	In accordance with law
Employers Liability	\$1,000,000
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability	\$1,000,000 combined single limit

- 4. Term.** The term of this Agreement is approximately two years beginning on **August 9, 2018** and ending on **June 30, 2020**.
- 5. No Other Modification to Agreement.** Except as set forth in this Addendum No. 1, no other term, condition or covenant of the Agreement is modified and other terms, conditions and covenants of the Agreement remain in full force and effect.

“District”

SANTA CLARA UNIFIED SCHOOL DISTRICT

By: _____

Title: Eric Dill, Chief Business Official

“Consultant”

Energy Efficiency LLC

By: _____

Title: William Volker, President

Statement of Work
Addendum 1, August 9, 2018
Professional Services Agreement between
Efficiency Energy LLC and
Santa Clara Unified School District

A. TASK 1 - SERVICES RELATING TO DETERMINING TAX DEDUCTIBILITY OF PROJECTS UNDER THE ENERGY POLICY ACT OF 2005

Provide assistance to maximize tax savings under the Energy Policy Act, ("EP Act"), of 2005, more specifically Section 179D of the Internal Revenue Code of 1986, as amended (the "Code") and IRS Notices 2006-52, 2008-40, 2011-04 and 2012-22 (the "179D Notices"). These services are expected to include, but are not limited to:

- 1) Prioritize older capital improvement projects from 2014 through 2017 and determine the retroactive extent of the tax deduction EP Act of 2005, as amended, available to the designer(s) of construction or renovation/modernization of applicable buildings;
- 2) Determine the prospective extent of the tax deduction EP Act of 2005, as amended, available to the designer(s) of construction or renovation/modernization of applicable buildings;
- 3) Provide appropriate level of expertise required in each area of the EP Act (e.g. Professional Engineer, Tax Consultant) to comply with the provisions of the Act;
- 4) Contact and inform the Designer of the possible tax deduction;
- 5) Negotiate, as directed by the District, agreements with the project Designer(s) to maximize payment to the District in return for the District's assignment of the tax deduction to the Designer;
- 6) As an alternate, negotiate, as directed by the District, agreements to maximize benefit to the District by which designers will reduce the cost of the District project in return for the District's assignment of the tax deduction to the Designer; and
- 7) Provide a recovery strategy and probability assessment for the District to monetize prior deductions deemed "technically" closed due to inadvertent waiver, express or implied or that fell below a threshold of recovery. In collaboration with District, pursue prior opportunities and provide the District a list of those projects that fall below recovery thresholds. Assist staff to understand the threshold determinations and the efforts required to pursue such claims.

B. TASK 2 - SERVICES RELATED TO THE ALLOCATION OF TAX DEDUCTIBILITY OF DISTRICT PROJECTS UNDER THE ENERGY POLICY ACT OF 2005

Provide assistance to the District in allocating and supplying all supporting documentation required by the EP Act of 2005, as amended and implementing rules and regulations prescribed by the Internal Revenue Service to achieve tax deductibility. These services are expected to include, but are not limited to:

- 1) Assist District staff in identifying the documentation necessary to achieve allocation of tax deductibility under the EP Act of 2005, as amended;
- 2) Assist the Designer, as requested by the District staff, in identifying the documentation necessary to achieve allocation of tax deductibility under the EP Act of 2005, as amended;

- 3) Produce and provide to appropriate governmental agencies and the District all supporting documentation required to achieve Certification as required under section 4 of IRS Notice 2006-52 and/or section 5 of IRS Notice 2008-14 (or as amended/updated);
 - 4) Provide documentation of an errors and omissions, or similar, insurance policy to provide assurance to mitigate the risk of disallowance by the IRS;
 - 5) Provide appropriate level of expertise required in each area of the EP Act (e.g. Professional Engineer, Tax Consultant) to comply with the provisions of the Act; and
 - 6) As requested by District staff, assist the District in recovery of prior alleged allocations secured without proper contract, authorization, documentation, or compensation to the District
- C. TASK - SERVICES TO DEVELOP PROCESSES RELATING TO DETERMINING TAX DEDUCTIBILITY AND THE ALLOCATION OF TAX DEDUCTIBILITY FOR FUTURE DISTRICT PROJECTS
- 1) Assist the District, as requested by staff, by providing standard contract language to insert into applicable contracting documents for future projects to compel Designers to provide the allowable benefits for the District, either in the form of reduced project costs or rebate;
 - 2) Assist the District, as requested by staff, to establish a process and contract language to preserve the rights of the District to maximize benefit under the EP Act and to avoid loss of opportunity or inadvertent waiver of benefits under the EP Act; and
 - 3) If the EP Act is extended, assist the District in creating policies and procedures for the Institutions to maximize benefit while maintaining full compliance under the EP Act.

[End of Statement of Work]