

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- 1) Invoicing and Payment – In consideration for the satisfactory completion of the services described herein, the Commission agrees to pay the Contractor, in arrears for deliverables and services upon completion of the Task, issuance of Commission acceptance, and the Contractor invoice issuance, at the following rates in Table B-1.
- a) The invoice shall be submitted by the Contractor, no more than monthly, in sufficient scope and detail to define the actual work performed, including a description of the activities of the Contractor and any subcontractors and the hours allocated to those activities. The rate for services rendered shall not exceed those as set forth in Cost Worksheet Table B-1.
 - b) Invoices shall include the following:
 - i) The word “Invoice”.
 - ii) A unique identifier such as an Invoice number.
 - iii) **Agreement Number C2026004.**
 - iv) Date range for work covered in the invoice.
 - v) Supporting documentation according to this Exhibit B, Section 1) a).
 - vi) Project Coordinator approval emails if applicable.
 - c) The Invoice shall include Agreement Number C2026004 and be submitted by either of these methods:
 - i) Electronic delivery of invoices or supporting documentation is preferred. Invoices and supporting documents shall be emailed to: CSLC.AccountsPayable@slc.ca.gov.
 - ii) Physical Delivery via regular mail to:

State Lands Commission
100 Howe Avenue, Suite-100 South
Sacramento, CA 95825-8202
Attn: Accounting
 - d) Direct all inquiries regarding invoice submittal and payments to:
CSLC.AccountsPayable@slc.ca.gov.

2) **SAMPLE** Cost Worksheet Table B-1 – **See Quote Worksheet Attachment 4:**

Task	Task Description – See Exhibit A, Section 1 – Services and Deliverables	Amount	Unit of Measure	Qty	Rate / Year
Year 1	Cleaning and janitorial services for Huntington Beach Field Office	\$TBD	Monthly	12	\$TBD
Year 2	Cleaning and janitorial services for Huntington Beach Field Office	\$TBD	Monthly	12	\$TBD

Year 3	Cleaning and janitorial services for Huntington Beach Field Office	\$TBD	Monthly	12	\$TBD
[Blank]	TOTAL	[Blank]	[Blank]	36	\$TBD

3) Task Approval Process

- a) The designated Commission Program Project Coordinator named in Exhibit A shall maintain control and direction at all times over the scope of work being performed by the Contractor under this Agreement. The Commission Program Project Coordinator reserves the right to change the tasks as defined within the general scope of work to be performed by the Contractor.
- b) The Commission reserves the right to modify, reject, cancel, or stop any and all plans, schedules, or work in progress. In such event, the Contractor agrees to use all reasonable efforts to mitigate expenses and obligations under this Agreement. The Commission shall reimburse the Contractor for all satisfactory services rendered and expenses, if any, incurred prior to such notice of termination.

4) Deliverable Acceptance Criteria

- a) All concluded work shall be submitted to the Commission for review and approval or rejection. Payment for all tasks performed under this Agreement will be based on deliverables. It shall be the Commission's sole determination as to whether any tasks have been successfully completed and are acceptable.
 - b) Throughout the contract, the Commission shall review and validate services performed. In addition, the Project Coordinator shall verify and approve the Contractor's invoices. Signed acceptance is required from the Commission representative to approve an invoice for payment.
 - c) Deliverable acceptance criteria consist of the following:
 - i) Deliverable-specific work was completed as specified and the final deliverable product or service was rendered.
 - d) If a deliverable is not accepted, the Commission shall provide the reason, in writing, within ten (10) business days of receipt of the deliverable.
- 5) No Additional Work – All work is subject to amendment requirements as specified in Exhibit A, Section 3. No additional work shall be performed by the Contractor unless authorized by the Program Project Coordinator named in Exhibit A and all requirements and other applicable approvals are met.
- 6) Travel Reimbursement Clause – Travel is not authorized under this Agreement, and no travel costs or reimbursement shall be approved.
- 7) Additional Funding – If mutually agreed by the Commission and the Contractor, this contract may be amended to include additional funding at the same rates provided in Exhibit B, Cost Worksheet Table B-1.
- 8) Settlement of Disputes – Contractor shall give the Executive Officer written notice of any dispute within fifteen (15) days after the facts giving rise to the dispute become known or should reasonably have become known. The notice shall state the issues, the material facts, and the relief requested.

Within fifteen (15) days after receiving the notice, the Executive Officer or a designee will meet with Contractor to seek resolution. The Executive Officer shall issue a written decision within fifteen (15) days after that meeting, and the decision shall be administratively final for purposes of this Agreement. Contractor may challenge the decision only by timely presenting a claim under Government Code sections 810-998.3 (Government Claims Act) and by pursuing any judicial review that may be available. Contractor shall continue faithful performance of the Agreement while any dispute is pending. Failure to give the notice required by this paragraph constitutes a waiver of the dispute to the fullest extent permitted by law. Nothing in this paragraph enlarges the time for presenting a claim against the State or limits any right or defense available to the Commission under the Government Claims Act or other applicable law.

9) Budget Contingency Clause

- a) It is mutually agreed that, if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Contract, the Commission may cancel this Agreement and it shall be of no further force and effect provided, however, that the Commission's payment obligation to the extent of work already performed by the Contractor shall survive any such cancellation. In this event, the Commission shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement for work not yet performed by the Contractor and the Contractor shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Commission shall have the option to either cancel this Agreement with no liability occurring to the Commission or offer an agreement amendment to the Contractor to reflect the reduced amount.

- 10) Prompt Payment – The Commission shall pay properly submitted, undisputed invoices, refunds, or other undisputed payments due to individuals within forty-five (45) days of receipt or notification thereof, or automatically calculate and pay the appropriate late payment penalties as specified in [Government Code section 927](#).