

## SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, between the CITY OF STOCKTON, a municipal corporation ("City"), and QUEST MEDIA & SUPPLIES, INC., dba QUEST TECHNOLOGY MANAGEMENT whose address is 9000 FOOTHILLS BOULEVARD, SUITE 100, ROSEVILLE, CALIFORNIA 95747 and telephone number is (916) 338-7070 ("Consultant").

### RECITALS

A. Consultant is qualified to and experienced in facilitating collaboration, teamwork and strategic planning efforts for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in **Exhibit A.** Consultant shall provide said services at that time, place and in the manner specified in **Exhibit A** and **Exhibit D.**

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A. Consultant shall, at its sole the "City" and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A. according to the terms and conditions set forth in Exhibit A.

3. **Term.** This Agreement shall commence on the date written above and shall expire on \_\_\_\_\_; provided, however the parties may agree to change either the commencement or expiration date.

4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in **Exhibit A** and **Exhibit C.** The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for the "City" shall not exceed \$190,000.00.

a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may

be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work.** All reports, drawings, designs, plan review comments and work product of Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in

rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

12. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own the "City" and expense the insurance coverage as set forth in the attached **Exhibit B** and shall otherwise comply with the other provisions of **Exhibit B.**

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

Consultant: Quest Media & Supplies, Inc. dba Quest Technology Management 9000 Foothills Blvd., Ste 100 Roseville, CA 95747	City: City Manager City of Stockton 425 N. El Dorado Street Stockton, CA 95202
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14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

24. **Severability:** If any portion of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF STOCKTON**

**CONSULTANT**

\_\_\_\_\_  
Kurt O. Wilson, City Manager

By: Francine Walbath  
Signature

ATTEST:

Francine Walbath  
Print name

\_\_\_\_\_  
Christian Clegg, Interim City Clerk

Title: CFO

APPROVED AS TO FORM:

*[If Consultant is a corporation signature(s) must comply with Corporations Code §313.]*

\_\_\_\_\_  
City Attorney

## EXHIBIT A SCOPE OF WORK

Contractor will perform network and security assessment for the "City". The following items are deemed within the scope of this effort:

- Complete a thorough examination of the City's current network and security architecture and review its current configuration and security policy. Conduct policy validations for Firewalls, Routers, and Switches to confirm that:
  - Architecture and device configurations conform to industry best practices.
  - Authentication methods and access control lists are properly implemented.
- Complete a hardware and device audit to identify operating systems, version and patch levels. Provide appropriate recommendations for enhancing the City's security posture, including measures intended to restrict unauthorized devices from accessing City resources.
- Conduct network penetration testing to breach the City by acting as an unauthorized user to exploit weaknesses in externally facing systems, the internal network, mobile devices, and wireless systems.
- Conduct a wireless network security test to determine if current wireless technologies present an unacceptable level of risk. Provide recommendations for the configuration, hardening, usage and security of the wireless network and related infrastructure.
- Conduct an endpoint (e.g. computers, laptops and mobile devices) security assessment testing and recommendations for enhancement.
- Current equipment lifecycle reports.
- Layer 1/2 and 3 diagrams of current network and security infrastructure.
- Provide an overall network and security gap analysis (see exhibit A for required format) of the City's current infrastructure, technology, process, and people; define and document the future state, implementation and management capabilities, and provide a prioritized roadmap to address those gaps.

- Make recommendations as to enhancing the current network and security posture following industry best practices. Identify devices that will enhance performance, connectivity, hardware, and overall efficiency.
- Propose a Security Information and Event Management (SIEM) solution to ensure appropriate network and security events are monitored and configured with appropriate alerting thresholds.
- Prioritize the recommendations based on the level of urgency and/or security necessity for the City of Stockton.
- Provide the City a total cost of ownership estimate for hardware, software, maintenance, implementation, labor, hardware, subscriptions, etc.
- In-Scope Sites:
  - Local Area Network (LAN) connected sites
    - Stewart Eberhardt Building (SEB) – 22 East Weber Avenue
    - Chase Building, 3<sup>rd</sup> and 4<sup>th</sup> Floors – 400 East Main Street
    - City Hall – 425 North El Dorado Street
    - Corp Yard MSC – 1465 South Lincoln Street
    - Fire Company 2 Communications – 110 West Sonora Street
    - Municipal Utilities Department – 2500 Navy Drive
    - Police Department – 22 East Market Street
    - Waterfront Towers (South Tower) – 501 West Weber Avenue
    - Waterfront Towers (North Tower) – 509 West Weber Avenue
    - Caesar Chavez Central Library – 605 North El Dorado Street
    - Permit Center – 345 El Dorado Street
  - Wide Area Network (WAN) connected sites
    - All Remote Sites
- Out-of-Scope Sites:
  - Stockton Marina
  - Stockton Arena
  - Banner Ballpark

## Work Requirements

Contractor will work with the City to review the current network and security architecture, skill level and processes, understand current and future requirements, provide a gap analysis and appropriate recommendations to address any issues found.

During the engagement, the Contractor will conduct a weekly project meeting and provide a weekly status report to the "City".

During this project, the Contractor will have access to Criminal Justice Information (CJI) as part of the Police Department's network and security assessment. The following requirements apply to any Contractor personnel with direct access to network infrastructure or traffic at the City of Stockton Police Department:

- The Contractor must execute a Management Control Agreement (MCA) between the City of Stockton and Contractor. Attached as Exhibit E.
- All Contractor personnel must submit to a background investigation, including fingerprints, and be cleared for access **prior** to assignment to the project.

The Contractor will be responsible for performing tasks throughout various stages of this project. At a high level, the engagement will be conducted in four phases in accordance with the deliverables and Detailed Project Schedule referred to in Exhibit D, as follows:

### **Initiation Phase**

- Contractor will initiate the project with a kick-off meeting on-site.
- Contractor will introduce project team resources, roles and responsibilities and create the team contact sheet.
- Contractor will meet with the Project Sponsor to review project goals, objectives, scope, and requirements.
- Contractor will create and present a detailed Project Management Plan including the Detailed Project Schedule and work breakdown structure (WBS) as referred to in section 4 of Exhibit D.
- Contractor will present project plan to the City for review and approval.
- Contractor will conduct a deliverables walk-through with The "City". Refer to Deliverables Acceptance Criteria section 5 of Exhibit D.

### Discovery Phase

To collect and analyze all relevant data to create the required designs and the costings.

- Contractor will be background checked and cleared by the City's Police Department as well as the Department of Justice prior to beginning the initiation phase of the assessment.
- Contractor will conduct client interviews and workshops both on site and remotely as needed with the City to understand current and future technical and operational requirements within the network and security environments.
- Contractor will review relevant City documentation and reports.
- Contractor will remotely access of systems.
- Contractor will create Inventory Appliance Deployment on The "City" Network.
- Contractor will conduct a deliverables walk-through with The "City". Refer to Deliverables Acceptance Criteria section 5 of Exhibit D.

### Analysis Phase

- Contractor will analyze Technical Data and Future Requirements collected remotely.
- Contractor will create a Gap Analysis on the current state of the network, security infrastructure, overall architecture, City team skill level and management capabilities.
- Contractor will perform Gap Analysis between current state and future state, in terms of People, Process and Technology.
- Contractor will prioritize Recommendations into Roadmap plan.
- Contractor will create Recommendations based on the Gap Analysis on how to implement the future state Network Environment.
- Contractor will document Future State Architectures based on information gathered in the Discover Phase, City requirements, and industry standards and best practices.
- Contractor will conduct a deliverables walk-through with the City. Refer to Deliverables Acceptance Criteria section 7 of Exhibit D.

**Recommendations / Handoff / Closure**

The Recommend phase will finalize and present the deliverables created during the Analyze phase.

- Contractor will present Recommendations and findings to the City on-site.
- Contractor will provide the City with all documentation.
- Contractor will complete the project checklist showing that all tasks have been completed.
- Contractor will conduct a deliverables walk-through with the City. Refer to Deliverables Acceptance Criteria section 5 of Exhibit D.
- Contractor will present project closure report to the City for review and approval.

**NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.**

**Exhibit B:  
Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

## **Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

### ***Additional Insured Status***

**The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be endorsed as primary** coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

### ***Waiver of Subrogation***

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

***Claims Made Policies (note – applicable only to professional liability)***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

***Verification of Coverage***

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Certificate Holder Address***

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton  
400 E Main Street, 3<sup>rd</sup> Floor – HR  
Attn: City Risk Services  
Stockton, CA 95202

**EXHIBIT C**  
**FEE SCHEDULE**



## **FEE SCHEDULE**

# **RFP – To Provide Network and Security Assessment**

## **PUR 18-021**

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Presented to:



Submitted:

2:00 O'CLOCK P.M., THURSDAY, SEPTEMBER 13, 2018,

OFFICE OF THE CITY CLERK

FIRST FLOOR, CITY HALL

425 NORTH EL DORADO STREET

STOCKTON, CALIFORNIA 95202-1997

**Customer:** City of Stockton  
**RFP:** PUR-18-021

**Date:** 9/10/18  
**Quest Contact:** Rich\_Williams@Questsys.com  
**Phone Number:** 916-338-7070

**NETWORK SECURITY ASSESSMENT**

**Fee Schedule**

Pricing is valid for 90 days.

INVOICING MILESTONE	Percentage	Invoice Amount	Estimated Timeframe per RFP Schedule
<b>DELIVERABLE</b>			
Acceptance of initial Project Plan	20%	\$38,000.00	~October
Completion of Penetration Tests	30%	\$57,000.00	~November
Acceptance of Final Gap Analysis	50%	\$95,000.00	~December
		<b>\$190,000.00</b>	

This payment structure is negotiable with the City upon contract award.

Taxes: Client shall pay and be liable for state/local tax, fee, charge, or surcharge payable for services that are subject to such imposition.



**Authorized Signature**

**Name and Title:** Tim Burke President & CEO

**Date:** 9/10/18

**EXHIBIT D  
DELIVERABLES SCHEDULE**

Date	Milestones	Deliverables	Verify by City
February 2019	Initiation Phase	<ul style="list-style-type: none"> <li>• On-site meeting project kick-off meeting</li> <li>• Detailed Project Management Plan and Detailed Project Schedule</li> <li>• Weekly project status meeting and weekly project report</li> </ul>	Contractor and City Project Managers, IT Leadership Team
March 2019	Discovery Phase	<ul style="list-style-type: none"> <li>• Weekly project status meeting and weekly project report</li> <li>• Inventory data set report</li> <li>• Deliver Layer 1/2 and 3 current-state network diagrams</li> <li>• Penetration test results</li> <li>• Wireless security test results</li> </ul>	Contractor and City Project Managers, IT Leadership Team
April 2019	Analysis Phase	<ul style="list-style-type: none"> <li>• Draft Gap Analysis</li> <li>• Initial The "City" Network and Security Assessment Report               <ul style="list-style-type: none"> <li>○ Current Network Environment</li> <li>○ Current Security Environment</li> <li>○ Current and future network &amp; security requirements</li> <li>○ Proposed future state network environment</li> <li>○ Recommended future state network environment</li> <li>○ Prioritized Roadmap to move to proposed future states</li> </ul> </li> <li>• Weekly project status meeting and weekly project report</li> </ul>	Contractor and City Project Managers, IT Leadership Team
April 2019	Recommendations	<ul style="list-style-type: none"> <li>• Final Gap Analysis</li> <li>• Final The "City" Network and Security Assessment Report</li> <li>• Total the "City" of ownership report</li> <li>• Presentation of recommendations</li> <li>• Weekly project status meeting and weekly project report</li> </ul>	Contractor and City Project Managers, City Project Sponsor, IT Leadership Team
April 2019	Close	<ul style="list-style-type: none"> <li>• All project documentation</li> <li>• Deliverables walk-through checklist</li> <li>• Project closure report</li> </ul>	Contractor and City Project Managers

**Deliverables Approval Criteria**

1. All required Deliverables must be verified, quality checked, and error-free prior to submittal by the Contractor to the City for review.
2. All required Deliverables shall be submitted by the Contractor and accepted or rejected by the City.
3. All Deliverables submitted to the City must have, at a minimum, a cover letter outlining contents for delivery and a copy of the deliverables in electronic form, unless directed otherwise by the City Project Manager.
4. All required Deliverables shall be included in the Detailed Project Schedule and delivered in accordance with the Detailed Project Management Plan. The Detailed Project Schedule must have tasks delineating the Deliverable date. During the life of the Contract, the City may, with proper notification to the Contractor, add or subtract deliverables and / or adjust the contents of deliverables as necessary.
5. A walk-through with the City is required for Deliverables in advance of delivery for approval.
6. The Contractor Project Manager will coordinate, manage, and monitor the review and comments by the City staff, and will convene, as necessary, a review panel to review the deliverable.
7. Each Deliverable prepared by the Contractor will be subject to the review and written approval of the City for the Deliverable. Approval will be granted when the City determines that the deliverable is satisfactory based on the scope and requirements and meets the approval criteria.
8. The City shall have five (5) business working days (or such other time period identified in the Contractor's Detailed Project Schedule as approved in writing by the City) to review each Deliverable after the receipt date. Additional review time may be required at the discretion of the Project Manager. If the Deliverable is determined to need modification, the Project Manager will send written notification to the Contractor outlining the issues. The Contractor must make the corrections within five (5) business days (or such other time period approved in writing by the City) and resubmit the deliverable to the Project Manager for final review at which time the City has five (5) business days (or such other time period identified in the Contractor's Detailed Project Schedule as approved in writing by the City) to review. Reviews of resubmitted Deliverables will focus on the revision, plus related regression content, and be performed by equivalent the City staff. This five-day cycle will continue until the City accepts the Deliverable. Upon approval, an acceptance letter, signed by the City, will be submitted to the Contractor.