**Exhibit B**

**SUPPLEMENTAL STANDARD CLAUSES**

Snyder & Associates, Inc. Professional

Services Agreement

1. **Insurance.** During the term of this Agreement, Professional shall, at Professional’s sole cost, maintain the following insurance:

Comprehensive General Liability Limits: $1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:

$1,000,000.

Worker’s Compensation:

a. Coverage A: Limits – Statutory

b. Coverage B: Employer’s Liability Limits

c. Bodily Injury by Accident - $100,000 each accident minimum

d. Bodily Injury by Disease - $100,000 each employee minimum

e. Bodily Injury by Disease - $500,000 policy limit minimum

Professional Liability limits:

$2,000,000

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the Client as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the Client. An updated copy of the Certificate must be provided anytime a change is made to any policy.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Survival.** The warrantees, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

4. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

5. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, Client’s liability shall be limited to the services authorized and satisfactorily rendered by Professional through the date of termination as reflected by invoices timely submitted.

6. **Termination, Breach of Contract.**  In the event of a breach of this contract by Professional, Client may, in its sole discretion, declare this contract to be terminated. Upon such termination, the Client shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

7. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party’s rights with respect to any other or further breach.

8. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.

9. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

10. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

11. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Client of any immunity, liability limitation or other protection available to the Client under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Client shall apply unless the Client elects otherwise.

12. **Open Records Law Compliance.** Professional understands and agrees that, because Client is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Professional and/or the Client . Professional agrees to fully comply with such laws, and to cooperate with Client in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Client or others upon the request of Client. Compliance and cooperation of Professional shall be at its sole cost and expense.

13. **Relationship of Parties.,** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between Client and Professional. This contract does not create an employee/employer relationship between the parties. It is the parties’ intention that the Professional will be an independent contractor and not the Client’s employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers’ compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the Professional and the Client, and the Client will not be liable for any obligation incurred by Professional including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker’s compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Professional is not entitled to receive any benefits from Client or to participate in any Client benefit plan.

14. **Competence, Solvency.** Professional warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Professional represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Professional shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

15. **Compliance with Laws.** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

16. **Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, “signatures” may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.