

DESCRIPTION: SERVICES AGREEMENT (SA) FOR PUBLIC EDUCATION AND  
OUTREACH SERVICES

THIS AGREEMENT MADE AND ENTERED INTO THIS \_\_\_TH DAY OF \_\_\_\_\_, 2010, by and between the CITY OF GRASS VALLEY, hereinafter referred to as "CITY", and the HEALTH EDUCATION COUNCIL, located in WEST SACRAMENTO, CA, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, CITY, working with the Nevada County Department of Public Health (NCDPH), Live Healthy Nevada County and members of the community, obtained a Safe Routes to School Grant ("Grant") for West Main Street and two local schools; and

WHEREAS, part of the Grant included an element for Public Outreach and Education Services, and related support services, and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such services and is willing to perform such services, and

WHEREAS, CITY desires to retain the services of CONSULTANT to perform required professional services;

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

1. BASIS OF AGREEMENT. CONSULTANT hereby agrees to provide services as an independent contractor for Public Outreach and Education Services and related support services, as described in Exhibit "A" entitled "Scope of Services" attached hereto and by this reference incorporated herein. In exchange, CITY agrees to pay CONSULTANT as set forth in Item 5 below.
2. SERVICES OF CONSULTANT. The professional services required of CONSULTANT under this agreement shall consist of the tasks as described in Exhibit "A."

CONSULTANT shall employ the customary skills and resources reasonably available to the CONSULTANT. The services shall be immediately supervised by a representative of the Nevada County Public Health Department.

CONSULTANT shall provide the Nevada County Public Health Department and CITY with copies of all documents prepared by CONSULTANT during the course of this agreement. Upon completion of this agreement, CONSULTANT shall provide the CITY with any and all supplies and equipment purchased by CONSULTANT during the course of this agreement. All such documents, supplies, and equipment shall become the property of the CITY.

3. AMENDMENTS TO AGREEMENT. All amendments to this agreement must be in writing with written approval by the Public Works Director/City Engineer and the authorized agent of the CONSULTANT.
4. TIME OF COMPLETION. CONSULTANT agrees to provide services in accordance with Exhibit "A" entitled "Scope of Services," for a one (1) year period from the execution date of the fully authorized agreement. Upon receipt of written notice to proceed from the CITY, CONSULTANT shall undertake and complete the work tasks identified in the notice to proceed in a prompt and timely manner in accordance with the requirements of this agreement and Exhibit "A."

CONSULTANT may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by CITY in writing and shall be incorporated in written amendments to this Contract.

The Public Works Director/City Engineer may extend the contract for an additional one (1) year.

5. AMOUNT OF PAYMENT. As full payment for all services as set forth in Exhibit "A" herein, the CITY shall pay up to a total maximum sum of Fifty Thousand Dollars (\$50,000) to CONSULTANT. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit "B" entitled "Budget" attached hereto and by this reference incorporated herein.

CONSULTANT shall not be reimbursed for any additional expenses incurred.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until CITY is satisfied that services of such value have been rendered pursuant to this agreement.

6. PAYMENT SCHEDULE. Payments shall be made to CONSULTANT as set forth in Exhibit "A" entitled "Scope of Services." All payment requests will be subject to those items identified in Exhibit "A". The CITY shall review and pay approved charges within 30 days of receipt of the invoice.
7. RECORDS. CONSULTANT shall maintain at all times complete detailed records with regard to services performed under this agreement in a form acceptable to CITY, and CITY shall have the right to inspect such records at any reasonable time. All records shall be retained by CONSULTANT for a period of at least three (3) years after the date of final payment to CONSULTANT.
8. EMPLOYEES OF CONSULTANT. All persons performing services for CONSULTANT shall be solely employees of CONSULTANT and not employees of CITY. CONSULTANT shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.
9. CONFLICT OF INTEREST. CONSULTANT warrants and covenants that no official or employee of the CITY, nor any business entity which an official of the CITY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement, nor that

any such person will be employed in the performance of this Agreement without immediate divulgence of such fact to the CITY.

10. NONDISCRIMINATION. During the performance of this agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONSULTANT shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONSULTANT shall comply with the provision of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs. Tit. 2, § 8107 (1983)). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full.

CONSULTANT shall give written notice of its obligation under this clause to labor organizations with which it has a collective bargaining or agreement.

CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

11. HOLD HARMLESS AND INDEMNIFICATION. CONSULTANT shall indemnify and hold harmless the CITY, its officers, officials and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses to the extent causes arising out of CONSULTANT's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the sole or gross negligence, or willful misconduct of the CITY or any third party.

As used above, the term CITY means City of Grass Valley, or their officers, agents, employees, and volunteers.

12. NON-ASSIGNABILITY. This agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of CITY.

13. ATTORNEYS' FEES. CONSULTANT and CITY agree, in the event CITY or CONSULTANT prevails in any action, suit, or proceeding commenced by CITY or CONSULTANT to compel the performance of this agreement or to seek damages for breach thereof, that either will pay reasonable attorney's fees for the other to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

14. INSURANCE. Throughout the time period of this agreement, the CONSULTANT shall provide the following minimum insurance coverages as listed below. Contemporaneous with the signing of this agreement, the CONSULTANT shall file with CITY a Certificate of Insurance, indicating companies acceptable to CITY, with a Best's Rating of no less than A:VII showing. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted.

Prior to execution of this agreement and prior to commencement of any work, the CONSULTANT shall furnish the CITY with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the CITY. At the CITY's discretion, the CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. If the CITY requests, the CONSULTANT will furnish one copy of each required policy to the CITY, and additional copies if requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the CITY shall not relieve or decrease any liability of CONSULTANT.

In the event any policy is canceled prior to the completion of the project and the CONSULTANT does not furnish a new certificate of insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from PSA monies due the CONSULTANT.

### General Liability Insurance

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Coverage must be on a standard occurrence form.
- Minimum Limits:
  - \$1,000,000 per Occurrence
  - \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- **City of Grass Valley** must be an additional insured for liability arising out the ownership, maintenance or use of that part of the premises leased to the ORGANIZATION (ISO form CG 20 11 or equivalent).
- The insurance provided to **City of Grass Valley** as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by **City of Grass Valley**.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to **City of Grass Valley**.
- The policy must cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to **City of Grass Valley** is primary and non-contributory; and
  3. Properly completed Certificate of Insurance.

Prior to execution of this Agreement, ORGANIZATION shall furnish CITY with original endorsements effecting coverage for all policies required by the Agreement. Endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to CITY. At CITY's discretion, CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. If CITY requests, ORGANIZATION will furnish one copy of each required policy to CITY and additional copies if requested in writing, certified by an authorized representative of the

authorized representative of the insurer. Approval of the insurance by CITY shall not relieve or decrease any liability of ORGANIZATION.

### Worker's Compensation Insurance

By their signature hereunder as ORGANIZATION, each person signing this Agreement on behalf of ORGANIZATION certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and he or she will comply with such provisions before commencing the performance of the work of this Agreement.

If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of
  - \$1,000,000 per Accident
  - \$1,000,000 Disease per employee
  - \$1,000,000 Disease per policy
- The policy must include a written waiver of the insurer's right to subrogate against **City of Grass Valley**.
- Required Evidence of Coverage:
  1. Subrogation waiver endorsement and
  2. Properly completed Certificate of Insurance.

If there is an exposure of injury to ORGANIZATION's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the City of Grass Valley."

CONSULTANT shall require all SUBCONSULTANTS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the City upon demand.

### **Endorsements:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific or similar language:

"Insured: The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations and activities performed by or on behalf of the named insured."

"Contribution Not Required: As respects (a) work performed by the Named Insured for or on behalf of the Entity; or (b) products sold by the Named Insured to the entity; or (c) premises leased by the Named Insured from the Entity, the insurance afforded by

by this policy shall be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it."

"Cancellation Notice: With respect to the interests of the Entity, this insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

### **Automobile Liability Insurance**

CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

The endorsements listed above for each Comprehensive or General Liability Policy shall also apply to the Automobile Liability Policy.

### **Additional Requirements**

Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONSULTANT shall be responsible for all deductibles in all of CONSULTANT's insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY's approval.

CONSULTANT's Obligations: CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

16. GENERAL COMPLIANCE WITH LAWS. The CONSULTANT shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this agreement. CONSULTANT shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or

amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

17. JURISDICTION. This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in that State. Venue shall be Nevada County, California. The parties each waive any federal court removal rights they may have. If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this agreement shall be in full force and effect.
18. USE OF SUBCONSULTANTS. CONSULTANT shall not use the services of any SUBCONSULTANT other than those included in the Proposal without the written approval by CITY prior to SUBCONSULTANT commencing any work on this project. The SUBCONSULTANT shall comply with all applicable provisions of this agreement, including, but not limited to, providing records, time of completion, payment schedule, etc.
19. SUSPENSION OR ABANDONMENT WITH OR WITHOUT CAUSE. CITY may suspend or abandon, by written notice, all or a portion of the work under this agreement for any reason. CONSULTANT may request that all or a portion of the work under this agreement be suspended or abandoned for any reason by notifying CITY in writing. Suspension or abandonment shall only be valid upon Consultant's receipt of written approval of the request from CITY.
20. CANCELLATION. This agreement may be canceled by the City of Grass Valley City Council upon the giving of 30 days advance written notice. Such notice shall be personally served or given by United States Mail.

In the event of cancellation by CITY, CONSULTANT shall be paid for all work performed and reasonable and un-cancelable expenses to the date of cancellation, unless this cancellation is a result of non-performance by the CONSULTANT, in which case CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero. Upon such cancellation, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date.

In the event of cancellation initiated by the CONSULTANT, CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the project due to such cancellation, but in no event less than zero.

21. COVENANT AGAINST CONTINGENT FEES. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the CITY shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

22. DISPUTES. All claims, counter-claims, disputes, and other matters in question between CITY and CONSULTANT that cannot be settled by agreement between the parties will be presented to the City Council of CITY for consideration. In the event the City Council cannot resolve the matter or matters to the satisfaction of the parties, either party may undertake whatever legal actions against the other as it deems necessary.
23. REMEDIES. In the event of breach of any condition or provision hereof, the CITY shall have the right, by prior written notice to the CONSULTANT, to terminate the employment of the CONSULTANT hereunder and cancel this agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the CITY. The CITY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the CITY there shall be an equitable adjustment of compensation, which in no event shall exceed the total amount provided in Item 6 hereof.
24. INTERPRETATION. Each party had an opportunity to consult with an attorney in reviewing and drafting this Agreement. Therefore, the usual construction against the drafting party shall not apply to this Agreement.
25. NOTICES. All notices, and approvals or demands of any kind required or desired to be given by the CITY and CONSULTANT shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. CITY and CONSULTANT may from time to time by written notice to the other designate another place for receipt of future notices.

CITY: Tim Kiser, P.E.  
City of Grass Valley  
Engineering Division  
125 East Main Street  
Grass Valley, CA 95945  
Fax: (530) 274-4399

CONSULTANT: (HEC Contact Name needed)  
Health Education Council  
3950 Industrial Boulevard, Suite 600  
West Sacramento, California 95691  
Fax: (916)446-0427

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

**“CITY”**  
**STATE OF CALIFORNIA**  
**CITY OF GRASS VALLEY**

By: \_\_\_\_\_  
Timothy M. Kiser, PE  
City Engineer

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Kristi K. Bashor  
City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Ruthann G. Ziegler  
City Attorney

Date: \_\_\_\_\_

**ATTACHMENTS:**

- Exhibit A - Scope of Services
- Exhibit B - Consultants Standard Charge Rates

**“CONSULTANT”**

**Insert Name**

By: \_\_\_\_\_  
Officer Signature # 1  
(Signature Notarized)

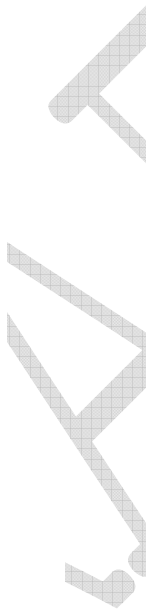
By: \_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature # 2  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_



"If Contractor is a corporation, PSA must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this PSA.

If Contractor is another type of business entity, such as a partnership or limited liability company, PSA must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this PSA."

## EXHIBIT A – SCOPE OF SERVICES

### CITY OF GRASS VALLEY ENGINEERING DIVISION

I. **Project Description** CONSULTANT hereby agrees to provide public education and outreach services and related support services as an independent contractor to assist the City of Grass Valley with implementing the City's Safe Routes to School (SR2S) – West Main Street Capital Improvement Project.

II. **Consultant Staffing** Rich Looney has been chosen by the Nevada County Department of Public Health and the CITY as the key personnel for CONSULTANT. In the event there is a need to substitute key personnel by the CONSULTANT for project management or primary responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the Public Works Director/City Engineer for the replacement staff.

III. **Items of Work**

The Scope of Services shall include the following:

The CITY contracts with the CONSULTANT to provide all required public education and outreach services as described below:

A. CONSULTANT will provide a project schedule and budget breakdown (budget breakdown must be prepared on a copy or duplication of Exhibit "B") to the Nevada County Public Health Department and CITY for approval. CONSULTANT will provide a monthly updated project schedule upon request to the Nevada County Public Health Department and CITY.

B. CONSULTANT will schedule, coordinate and present at least two SR2S workshops, one for each school site; Lyman Gilmore Middle School and Scotten Elementary Schools. These workshops must invite key stakeholders at each school including students, parents, principals, and teachers with local community groups and City officials. The workshops must use the Safe Routes to School curriculum developed by the National Center for Safe Routes to School and be facilitated by a certified National Safe Routes to School Instructor.

The curriculum must cover:

1. Why Safe Routes to School?
2. Each of the 5 E's.
3. How communities make it happen.
4. Break out group exercises to identify safety issues near each school.
5. Discussion of the Education, Encouragement, Enforcement, Engineering and

Evaluation Program specifics.

C. CONSULTANT will schedule, coordinate and present/assist in presenting at least two, one for each school site, pedestrian and bicycle safety classes for Lyman Gilmore Middle School and Scotten Elementary School in an assembly setting.

D. CONSULTANT will schedule, coordinate and present/assist in presenting at least one pedestrian/bicycle rodeo in coordination with the Youth Bicyclists of Nevada County for attendance by both Lyman Gilmore Middle School and Scotten Elementary School students and parents to provide skills training to students.

- E. CONSULTANT will attend at least one Parent Teacher Organization (PTO) meeting per school for Lyman Gilmore Middle School and Scotten Elementary School and present information to parents and teachers about safe pedestrian and bicycling habits as well as safe school zone driving habits.
- F. CONSULTANT will attend at least one School Site Council meeting per school for Lyman Gilmore Middle School and Scotten Elementary School and present information to parents and teachers about safe pedestrian and bicycling habits as well as safe school zone driving habits.
- G. CONSULTANT will develop and/or work with The Union newspaper to develop an article for publication in The Union concerning the Safe Routes to School program.
- H. CONSULTANT will initiate walking school buses and bicycle trains to/from at least one neighborhood, to/from at least one existing drop-off/pick-up point and to/from the newly proposed drop-off/pick-up point in Condon Park.
- I. CONSULTANT will organize an event to promote bicycling and walking to school during the National Walk to School Week of May 17<sup>th</sup> to the 21<sup>st</sup> 2010.
- J. CONSULTANT will coordinate with PTO's and/or student councils to devise contests to distribute incentives and prizes to students for walking and/or bicycling to school. CONSULTANT will purchase and/or obtain donated prizes and incentives for distribution to students.
- K. CONSULTANT will work with Lyman Gilmore Middle School, Scotten Elementary School, the City of Grass Valley, interested local businesses, parents and students to establish at least one park and walk/bike hub within the City of Grass Valley city limits.
- L. CONSULTANT will create and/or utilize existing literature about obeying the laws and safe practices when driving, walking and bicycling to/from and around schools. CONSULTANT will distribute literature to students and parents.
- M. CONSULTANT will coordinate with the Nevada County Public Health Department to utilize an evaluation consultant's services near the completion of all tasks identified in this SA.
- N. CONSULTANT will notify the media of all events described above and will issue public service announcements to local media including The Union Newspaper, Star 94.1 and AM 830.
- O. CONSULTANT may purchase and/or rent office supplies, copying and printing material, a computer, an office space, a telephone, and internet services within the allowed budget and with prior approval by the Nevada County Public Health Department or the CITY.

All work, described above, to be supplied or provided to the public must be approved prior to publishing and/or implementation by the Nevada County Public Health Department or the CITY. The Nevada County Public Health Department or the CITY may also require approval of any publicly supplied or provided item by the Grass Valley School District, Lyman Gilmore Middle School, and Scotten Elementary School.

#### **IV. Payment Schedule**

Payments shall be made to CONSULTANT as set forth below. Hourly rates shall include all travel costs. CONSULTANT shall bill CITY not more often than monthly for the work performed that month pursuant to this Agreement. Payment shall be in accordance with Exhibit "B", Budget. Billing submitted by the CONSULTANT shall be itemized by item of work, as described above, and by line item per Exhibit "B."

Payment requests shall be subject to review and approval by the CITY. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the Scope of Work. Each invoice shall include receipts for any request for material, rental, and subconsultant costs.

Five percent (5%) shall be withheld from each payment until satisfactory completion of the identified work tasks described above. The CITY shall release for payment the 5% withheld, upon satisfactory completion of the identified work task.

Total payment shall not exceed \$50,000 for City projects without modification to the agreement signed by both parties.

1380288.1

DRAFT