

**CITY OF CAPITOLA**  
**PROFESSIONAL SERVICES AGREEMENT**  
Noble Gulch Culvert Condition Assessment  
V&A Consulting Engineers

THIS AGREEMENT is entered into on September 28, 2023, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and V&A Consulting Engineers, Inc. hereinafter called "Consultant".

WHEREAS, City desires certain services described in Appendix One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

**SECTION 1**  
**Scope of Services**

The services to be performed under this Agreement are for the Noble Gulch Culvert Condition Assessment Services and further detailed in Appendix One.

**SECTION 2**  
**Duties of Consultant**

All work performed by Consultant, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession.

Consultant shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Jessica Kahn, Public Works Director, called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

**SECTION 3**  
**Duties of the City**

City shall make available to Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. City shall not control or direct the manner in which the services are to be performed. However, the work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved.

If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

#### SECTION 4 **Fees and Payment**

Payment for the Consultant's services shall be made upon a schedule and within the limit, or limits shown, upon Appendix Two. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in carrying out the work. As per the Fee Proposal provided in Appendix One, such work will be completed at a total cost not to exceed \$29,950. If Consultant is compensated on an hourly basis, Consultant shall track the number of hours Consultant, and each of Consultant's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Consultant shall immediately notify City if the number of hours worked during any fiscal year by any of Consultant's employees reaches 900 hours. In addition, each invoice submitted by Consultant to City shall specify the number of hours to date Consultant, and each of Consultant's employees, has worked under this Agreement during the current fiscal year.

#### SECTION 5 **Changes in Work**

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Consultant's services. No changes in the Scope of Work as described in Appendix One shall be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

#### SECTION 6 **Time of Beginning and Schedule for Completion**

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Consultant completes the services required by this Agreement, as agreed by the City; or
- The date either party terminates the Agreement as provided below.

Work shall begin on or about October 1, 2023.

In the event that major changes are ordered or Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement. Consultant must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

#### SECTION 7 **Termination**

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Consultant. Consultant may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Consultant for all services performed and accepted under this Agreement up to the date of termination.

## SECTION 8 Insurance

Consultant shall procure and maintain for the duration of the contract and for 1 year thereafter, 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, his agents, representatives, or employees.

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall include contractual liability.

### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

- |  |   |
|--|---|
| 1. General Liability:<br>(including operations,<br>products and completed<br>operations) | <b>\$1,000,000</b> per occurrence and <b>\$2,000,000</b> in<br>aggregate (including operations, for bodily injury,<br>personal and property damage. |
| 2. Automobile Liability:   | <b>\$1,000,000</b> per accident for bodily injury and<br>property damage.   |
| 3. Employer's Liability Insurance  | <b>\$1,000,000 per accident for bodily injury and<br/>property damage.</b>  |
| 4. Errors and Omissions<br>Liability:<br>Limits  | <b>\$1,000,000</b> per claim and <b>\$2,000,000</b> in the<br>aggregate.  |

### ***Other Insurance Provisions***

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

### ***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.

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

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Verification of Coverage***

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **SECTION 9 Indemnification**

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the City. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8 and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, Consultant's employees, agents or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

#### SECTION 10 **Civil Rights Compliance/Equal Opportunity Assurance**

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

#### SECTION 11 **Legal Action/Attorneys' Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

#### SECTION 12 **Assignment**

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

#### SECTION 13 **Amendments**

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two. Such

authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

#### SECTION 14 Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.

2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.

3. *Licensure.* Consultant warrants thereby represents that he or she has an established trade, occupation, or business in the same nature of services Consultant is performing under this Agreement. Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.

4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.

6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.

7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee of the City.

8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.

9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY OF CAPITOLA  
420 Capitola Avenue  
Capitola, CA 95010  
831-475-7300

V&A CONSULTING ENGINEERS  
1000 Broadway, Ste. 320  
Oakland, CA 94607  
510-903-6600

By: \_\_\_\_\_  
Benjamin Goldstein, City Manager

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Samantha W. Zutler, City Attorney

**APPENDIX ONE**  
**Scope of Services**



V&A Project No. 23-0331

September 21, 2023

Jessica Kahn, P.E.  
Public Works Director  
City of Capitola  
420 Capitola Ave  
Capitola, CA 95010

**Subject:** City of Capitola, Noble Gulch Culvert, Proposal for Condition Assessment Services

Dear Ms. Kahn,

Thank you for requesting a proposal for the Noble Gulch culvert assessment for the City of Capitola (City). V&A Consulting Engineers (V&A) is prepared to conduct a confined space entry walk-through to reassess the condition of the approximate 500 yard storm water culvert within the Noble Gulch in Capitola, CA. The culvert is comprised of concrete box culvert, reinforced concrete pipe, and corrugated metal pipe. The intent of this re-evaluation is to determine if the condition of the culvert has degraded further since the initial assessments performed in 2011 and 2012. In addition, the City would like to verify that construction at 419 Capitola Avenue did not cause damage to the box culvert section.

During the dry weather season, Soquel Creek backs up into the Noble Gulch due to controlled releases of the creek. It is anticipated that this work will be performed in October to December of 2023, following a rainfall event that permits Soquel Creek to release enough flow to relieve the culvert such that V&A can safely traverse the entire length of pipe within the limits of the project. It is expected that the culvert will not contain more than 6 inches of standing water during the assessment. The City will notify V&A at least one week in advance of a potential Soquel Creek release event.

Per your request, the following is our proposal and detailed scope of work for the subject services:

## Scope of Work

### Task | Description

1. **Project Management:** Track and execute the project in accordance with the schedule, budget, and quality expectations that are established. The project duration is assumed to be 4 months. This task includes the following project management work activities:
  - a. Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion; manage activities within the total project budget.
  - b. Monitor project activities for potential changes and anticipate changes whenever possible; with approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
  - c. Manage the quality of all work activities and project deliverables.
2. **Preparation:**
  - a. **Document Review:** Review the drawings and existing documentation for the culvert to determine the requirements for the field assessment, such as determining the access locations, and staging of safety equipment.

- b. **Equipment:** Prepare equipment, including personal protective equipment, gas meters, ventilation equipment, tripod assembly, mechanical winch, and fall arrest for the field assessment.
    - c. **Safety Plan:** Submit a safety plan prior to the field assessment. The safety plan will document the entry approach, identify possible hazards, and provide rescue procedures for confined space entry. A draft electronic copy of the safety plan will be submitted for review. Comments will be incorporated, and a final electronic copy of the safety plan will be provided.
  3. **Field Assessment:** V&A shall conduct a confined space entry for evaluation of the culvert. V&A will provide a 5-person confined space crew and necessary confined space and testing equipment as required to enter the culvert for the purpose of conducting a condition assessment. V&A will coordinate and conduct the assessment using the following methods:
    - a. The entrant(s) will document the pipe condition with respect to corrosion during the walk through with digital photographs to be included in the letter report. Particular attention will be made to areas previously noted to be of concern. V&A will note visible corrosion and measure pipe deflections.
    - b. Ovality measurements of the pipe to determine deflections will be measured at 100-foot intervals.
    - c. Pipe sounding measurements will be made with a chipping hammer to listen for discontinuities to evaluate the presence of soil voids external to the pipe wall.
    - d. Condition ratings using the VANDA™ Metallic Condition Index.
    - e. The depth of sediment (if present) will be measured at 100-foot intervals.
    - f. Storm drain connections will be documented. Locations of visually identified defective areas will be documented by circumferential clock position in the pipe and their location recorded by distance wheel measurement from entry points.
  4. **Report:** Prepare a report that describes the field assessment methods, activities, results, and conclusions. The report will include photographs of the existing conditions, data tables, and graphical and illustrative figures, as required, to present the information gathered during this assessment. The locations and severity of defects will be noted, and the current condition of the structure regarding its state of degradation will be described. A draft electronic copy of the report will be submitted for review. Comments will be incorporated, and a final electronic copy will be provided.

Any changes to the following assumptions, prevailing wage assumption, exclusions and limitations, or proposed schedule may necessitate an adjustment to the proposed fee.

### Assumptions

The following is a list of additional assumptions used to develop V&A's scope of work.

- Suitable access points are available to setup a ladder and davit arm/tripod fall-protection/retrieval system.

### Prevailing Wage Assumption

V&A understands some or all tasks associated with this project are subject to prevailing wage rate requirements. All project labor subject to prevailing wage requirements will incur a 25% markup on the associated labor fee. This markup covers the higher base hourly labor rates associated with prevailing wage rates, additional premium pay requirements, and reporting requirements.

## Exclusions and Limitations

The following items, unless otherwise indicated, are not included in the scope of work:

- Traffic Control Plans
- Traffic Control Measures, including but not limited to sign boards, cones, and flaggers
- Encroachment Permits
- Notification
- Bonds
- Shutdown, Dewatering, and Cleaning of Structures
- Excavations
- Structure Access, including but not limited to ladders, scaffolding, and cranes
- Supplied Air
- Vendor Portal Registration
- Payment Portal Invoice Submission

## Fee Proposal

V&A proposes to complete this work on a lump sum basis at a total cost not to exceed **\$29,950** with terms of net 30 days (contingent payment terms dependent on timely processing of V&A's submitted invoice). This fee is valid for 90 days from the date of this proposal. The scope of work was developed as a result of our discussions and represents our mutual understanding.

If unforeseen circumstances should arise which indicate that more work is required, V&A will provide a written estimate of additional required work and cost. V&A will not proceed with work beyond the not-to-exceed figure without a written authorization from your office.

We are prepared to begin work on your project upon receiving written approval, a notice to proceed (NTP), or a purchase order from your office.

On behalf of our staff and myself, I would like to thank you for the opportunity to be of service to you and the City of Capitola. We look forward to working with you.

Sincerely,

V&A Consulting Engineers, Inc.



Noy Phannavong, P.E.  
Condition Assessment Practice Lead

Accepted: \_\_\_\_\_  
City of Capitola

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

## VANDA Concrete Condition Index






V&A created the VANDA Concrete Condition Index to provide consistent reporting of corrosion damage based on objective criteria. Concrete condition is rated from Level 1 to Level 5 based upon field observations and measurements, with Level 1 indicating the best case and Level 5 indicating severe damage. The individual criteria are applied based on engineering judgment to arrive at the overall rating. The 2020 update to the VANDA Concrete Condition Index adds a fifth rating level, providing greater detail to assist in planning the rehabilitation or replacement of deteriorated assets.

Condition Rating	Description	Representative Photograph
<b>Level 1</b>	<p><b>Little or no damage to concrete</b></p> <p>Hardness..... hard surface</p> <p>Surface profile ..... smooth, apparently intact</p> <p>Cracks ..... hairline width, minimal frequency</p> <p>Spalling ..... none</p> <p>Reinforcement ..... not exposed or damaged</p>	
<b>Level 2</b>	<p><b>Minor surface damage</b></p> <p>Hardness..... soft surface layer to 1/8-inch depth</p> <p>Surface profile ..... fine aggregate exposed</p> <p>Cracks ..... hairline width, moderate frequency</p> <p>Spalling ..... shallow spalling, minimal frequency</p> <p>Reinforcement ..... not exposed or damaged</p>	
<b>Level 3</b>	<p><b>Moderate surface damage</b></p> <p>Hardness..... soft surface layer to 1/4-inch depth</p> <p>Surface profile ..... large aggregate exposed or protruding</p> <p>Cracks ..... up to 1/32-inch width, moderate frequency</p> <p>Spalling ..... shallow spalling, minimal frequency</p> <p>Reinforcement ..... exposed; minor damage, minimal frequency</p>	
<b>Level 4</b>	<p><b>Loss of concrete mortar and damage to reinforcement</b></p> <p>Hardness..... soft paste beyond 1/4-inch depth</p> <p>Surface profile ..... large aggregate exposed, loose, or missing</p> <p>Cracks ..... 1/8- to 1/4-inch width, moderate frequency</p> <p>Spalling ..... deep spalling, moderate frequency</p> <p>Reinforcement ..... exposed with damage, moderate frequency</p>	
<b>Level 5</b>	<p><b>Bulk loss of concrete and reinforcement</b></p> <p>Hardness..... soft paste beyond 1-inch depth</p> <p>Surface profile ..... large aggregate exposed, loose, or missing</p> <p>Cracks ..... over 1/2-inch width, or narrower and frequent</p> <p>Spalling ..... deep spalling, high frequency</p> <p>Reinforcement ..... consumed; loss of structural integrity</p>	

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## VANDA Metal Condition Index

V&A created the VANDA Metal Condition Index to provide consistent reporting of corrosion damage based on objective criteria. Metal condition is rated from Level 1 to Level 5 based upon field observations and measurements, with Level 1 indicating the best case and Level 5 indicating severe damage. The individual criteria are applied based on engineering judgment to arrive at the overall rating. The 2020 update to the VANDA Metal Condition Index adds a fifth rating level, providing greater detail to assist in planning the rehabilitation or replacement of deteriorated assets.

Condition Rating	Description	Representative Photograph
<b>Level 1</b>	<p><b>Little or no corrosion</b></p> <ul style="list-style-type: none"> <li>Wall thickness loss, general.....none</li> <li>Wall thickness loss, pitting.....none to minimal</li> <li>Extent (area) of corrosion.....may be widespread but superficial</li> </ul>	
<b>Level 2</b>	<p><b>Minor corrosion</b></p> <ul style="list-style-type: none"> <li>Wall thickness loss, general.....up to 20%</li> <li>Wall thickness loss, pitting.....up to 20%</li> <li>Extent (area) of corrosion.....localized</li> </ul>	
<b>Level 3</b>	<p><b>Moderate corrosion</b></p> <ul style="list-style-type: none"> <li>Wall thickness loss, general.....20% to 40%</li> <li>Wall thickness loss, pitting.....20% to 60%</li> <li>Extent (area) of corrosion.....up to half of surface</li> </ul>	
<b>Level 4</b>	<p><b>Severe corrosion</b></p> <ul style="list-style-type: none"> <li>Wall thickness loss, general.....40% to 60%</li> <li>Wall thickness loss, pitting.....60% to 100% (pinholes)</li> <li>Extent (area) of corrosion.....most of surface</li> </ul>	
<b>Level 5</b>	<p><b>Failure or imminent failure</b></p> <ul style="list-style-type: none"> <li>Wall thickness loss, general.....greater than 60%</li> <li>Wall thickness loss, pitting.....100% (holes)</li> <li>Extent (area) of corrosion.....most or all of surface</li> </ul>	

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## **APPENDIX TWO Fees and Payments**

For the services performed, City will pay consultant on a not-to-exceed, lump sum basis upon satisfactory completion of the services and delivery of work products. Payments will be issued monthly as charges accrue.

Consultant hereby represents and warrants, based upon Consultant's independent determination of the time and labor, which will be required to perform said services, that Consultant will provide all said services at a cost which will not exceed the maximum price set forth in this agreement for Consultant's services. Consultant hereby assumes the risk that Consultant will perform said services within this maximum price constraint and Consultant acknowledges that its inability to do so shall not excuse completion of the services and shall not provide a basis for additional compensation.

Expenses may include travel, meals and lodging while traveling, materials other than normal office supplies, reproduction and printing costs, equipment rental, computer services, service of subconsultants or subcontractors, and other identifiable job expenses. The use of Consultant's vehicles for travel shall be paid at the current Internal Revenue Service published mileage rate.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$29,950 (Twenty Nine Thousand, Nine Hundred and Fifty Dollars and Zero Cents), without specific, written advance authorization from the City.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list a brief description of the services performed, the date the services were performed, the hours spent and by whom, and a brief description of the actual costs and expenses incurred. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Such payments shall be for the invoice amount. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

"I hereby certify as principal of the firm of V& Consulting Engineers, Inc., that the charge of \$29,950 as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated September 28, 2023, and has not been previously paid."