

**REQUEST FOR PROPOSALS  
FOR THE CITY OF CAPITOLA**



**Capitola Wharf  
Interpretive Signage  
Project Design**

**DEADLINE FOR SUBMISSION:**

**Proposals are due prior to 11:00am  
February 23, 2024**

City of Capitola  
Public Works Department  
420 Capitola Avenue  
Capitola, CA 95010

## TABLE OF CONTENTS

<b>GENERAL INFORMATION &amp; SCHEDULE .....</b>	<b>2</b>
<b>PROJECT DESCRIPTION .....</b>	<b>2</b>
<b>PROJECT SCOPE, SCHEDULE &amp; COST .....</b>	<b>3</b>
<b>RFP SUBMITTAL .....</b>	<b>5</b>
<b>ANTICIPATED PROJECT SCHEDULE.....</b>	<b>6</b>
<b>ADDITIONAL INFORMATION.....</b>	<b>6</b>
<b>Attachment 1 Capitola Wharf Enhancement Project Rendering/Site Plan</b>	
<b>Attachment 2 Consultant Services Agreement Sample</b>	

## I. GENERAL INFORMATION & SCHEDULE

This Request for Proposals (RFP), issued by the City of Capitola (City), invites responses from qualified, experienced professional design consultants or design firms to develop visual elements, layout, and structural design components of signage for the Capitola Wharf Interpretive Signage Project (Project).

Questions concerning this RFP must be made via email per the schedule outlined below. Responses to all submitted questions will be posted at <https://www.cityofcapitola.org/rfps>.

Issue date: Tuesday, January 30, 2024, 8:00 AM  
Questions due: Tuesday, February 13, 2024, 12:00 PM  
Submittals due: Friday, February 23, 2024, 11:00 AM

Inquiries/submissions to: Erika Senyk  
Environmental Projects Manager  
City of Capitola  
420 Capitola Avenue, Capitola, CA 95010  
[esenyk@ci.capitola.ca.us](mailto:esenyk@ci.capitola.ca.us)  
(831) 475-7300

## II. BACKGROUND

The City of Capitola is currently constructing the Capitola Wharf Resiliency and Public Access Project [<https://www.cityofcapitola.org/publicworks/page/capitola-wharf-resiliency-project>], aimed at repairing damage and improving the longevity of the historic Capitola Wharf (Wharf). Situated in Monterey Bay, the Wharf has been a cherished landmark since its construction in 1857. In addition to the Resiliency Project, the City has collaborated with local community volunteers on the Capitola Wharf Enhancement Project (CWEP) to enhance the user experience at the Wharf. The City has committed to preserving these enhancements for a minimum of 20 years. As part of the project, the City plans for the development and installation of interpretive signage to support public education and community engagement.

The Capitola Wharf Interpretive Signage Project (Project) aims to promote the Monterey Bay National Marine Sanctuary (MBNMS) by installing educational signage at Capitola Wharf. The project will raise awareness about the MBNMS, its wildlife, habitats, and conservation efforts. By providing engaging and informative content, the signage will inspire visitors to become stewards of the sanctuary, while also highlighting the historical significance of Capitola Wharf. Through this project, the City seeks to leave a thriving MBNMS for future generations, fostering a deeper connection between the public and the sanctuary's valuable marine ecosystem.

This project is primarily funded by the MBNMS Foundation's Partnership Program and will be supported and subject to review by MBNMS staff.

### III. PROJECT SCOPE, SCHEDULE & COST

#### Project Scope

The City of Capitola (City) is seeking to hire an individual or entity to provide professional services for designing, fabricating, and installing educational signage for the Capitola Wharf in Capitola, CA. The content development for the signage will primarily be undertaken by MBNMS staff, who will be responsible for creating the text, language, and imagery.

The consultant shall utilize the site information provided by the City to develop interpretive sign designs. The consultant shall work with the City to create a preliminary conceptual design for interpretive signage that captures the project's vision and character. Based on feedback from the City, the consultant shall prepare a final conceptual design and interpretive signage for the proposed project. The consultant will provide fabrication and installation services for all interpretive signage, with materials, signage placement, and methods for installations being approved by the City.

Five distinct locations on the wharf have been tentatively identified for signage placement, including four low-profile signs that won't obstruct the view, and one kiosk-style multi-sided sign at the wharf's entrance (see Attachment 1). If feasible, the City desires one of the low-profile signs to be a bathymetric display of the Monterey Bay Canyon (by separate contract). Potential themes for the signage include local and migratory marine flora and fauna, marine habitat types and importance of preservation, recreational uses of waters offshore Capitola, and the history of Capitola Wharf. An overarching conservation theme is desired to be integrated into the signage to inform residents and visitors of anthropogenic impacts on coastal environments and how we can do our part to help protect the Sanctuary for future generations. Inspiration images of views from the wharf and signage examples for reference below.



View from the front of Capitola Wharf



View from Capitola Wharf looking at the Village



Example “kiosk” signage



Examples of bathymetric displays

Artwork and design work required:

- Develop thematic motif and color palate for interpretive signs and kiosk orientation panel
- Incorporate elements to increase accessibility (e.g., tactile elements)
- Final type-set and layout
- Provide digital files for fabrication
- Provide fabrication and installation services of interpretive signage

### Schedule

The City anticipates the selection of the consultant in February 2024 and the completion of all design related work by July 2024. Installation is anticipated for Fall 2024 and is dependent on the progress of the Wharf Resiliency Project.

### Budget

For fee proposal purposes, the Consultant should assume the available budget for the total design effort is approximately \$15,000 and that approximately \$30,000 will be available for sign fabrication (inclusive of mounting) and installation (\$45,000 project total). Upon selection of a qualified consultant, the scope and fee shall be negotiated.

#### IV. RFP SUBMITTAL

Responses to this RFP must be not more than 24 pages in length (12 double-sided or 24 single-sided pages) and include the following:

- 1) Qualifications Detail consisting of:
  - a) Cover letter including statement of understanding & approach to this project; the statement should describe the applicant's understanding of the project and the special skills and innovative thinking that the team would bring to the project.
  - b) Proposed Project Team Members: A description of the applicant's organizational composition, disciplines, and the primary role of each individual/firm on the team. Organizational charts may be included, if appropriate. Clearly indicate the applicant's designated team leader for the project as well as the specific individuals who will be assigned to the work and their respective expertise in such work.
  - c) Specific Project Experience: Descriptions detailing completed, similar or relevant project experience that the applicant has executed. Include graphic representation. Links to similar or relevant projects are encouraged.
  - d) List of References: Provide a minimum of three client references with which the applicant has provided similar design/build services within the last ten years. Include the name and telephone number of the contact person and a description of the role and services provided to that contact.
  
- 2) Technical Proposal consisting of:
  - a) A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal;
  - b) A scope of work that includes steps to be taken, including any products or deliverables;
  - c) A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each sub-contractor by task;
  - d) A proposed schedule that indicates project milestones and overall time for completion; expedited schedules will receive a higher ranking;
  - e) Any other information deemed necessary to address the requests of this RFP.
  
- 3) Cost Proposal consisting of:
  - a) A composite schedule by task of direct labor hours;
  - b) An itemized schedule of all expenses, including both labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant);
  - c) A maximum budget amount inclusive of all fees and expenses.

One electronic submittal of the proposal in .PDF format shall be emailed to [esenyk@ci.capitola.ca.us](mailto:esenyk@ci.capitola.ca.us) with the email subject line stating "RFP– Capitola Wharf Interpretive Signage Project Design". Proposals will not be opened publicly.

To be considered, electronic submission of the proposal must be received by the City of Capitola via email by 11:00 a.m. on February 23, 2024. Late proposals will not be considered.

## V. ANTICIPATED PROJECT SCHEDULE

The City reserves the right to amend dates. While the timeline may be subject to change, all participating parties will be notified. The anticipated schedule is as follows:

- |                               |  |
|-------------------------------|--|
| • January 30, 2024            | RFP issued                                   |
| • February 13, 2024           | 12:00 PM Deadline for questions              |
| • February 23, 2024           | 11:00 AM Proposals Due                       |
| • February 26 – March 1, 2024 | Review of Proposals and Contract Negotiation |
| • Week of March 4, 2024       | Notice to Proceed                            |

## VI. ADDITIONAL INFORMATION

### Communications

It is extremely important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFQ process via email.

Responses to all submitted questions will be posted on the City of Capitola's website at: <https://www.cityofcapitola.org/rfps>. Questions concerning this RFQ must be received via email per the schedule outlined on page 2. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

### Other terms

Costs for preparing the Statement of Qualifications in response to this request are solely the responsibility of the respondent. The City of Capitola reserves the right to accept or reject any or all Statement(s) of Qualifications, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the City will be final. The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFQ will become the property of the City upon delivery. This solicitation in no way obligates the City of Capitola to award a contract.

# CAPITOLA WHARE

## Enhancement Project



SHARE THE VISION

FISH CLEANING STATION



SHADED PICNIC TABLE



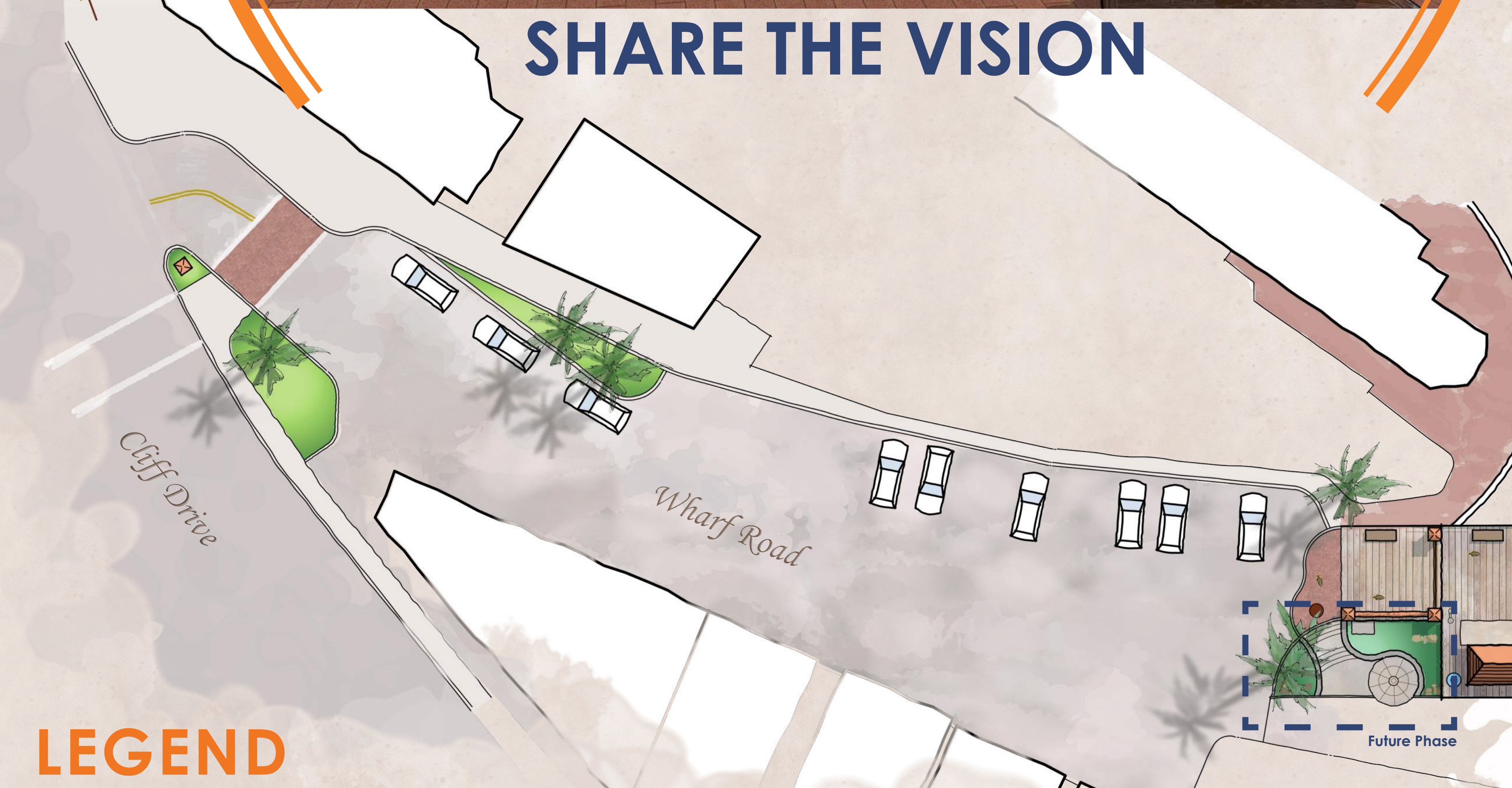
BENCHES



TRASH RECEPTACLE

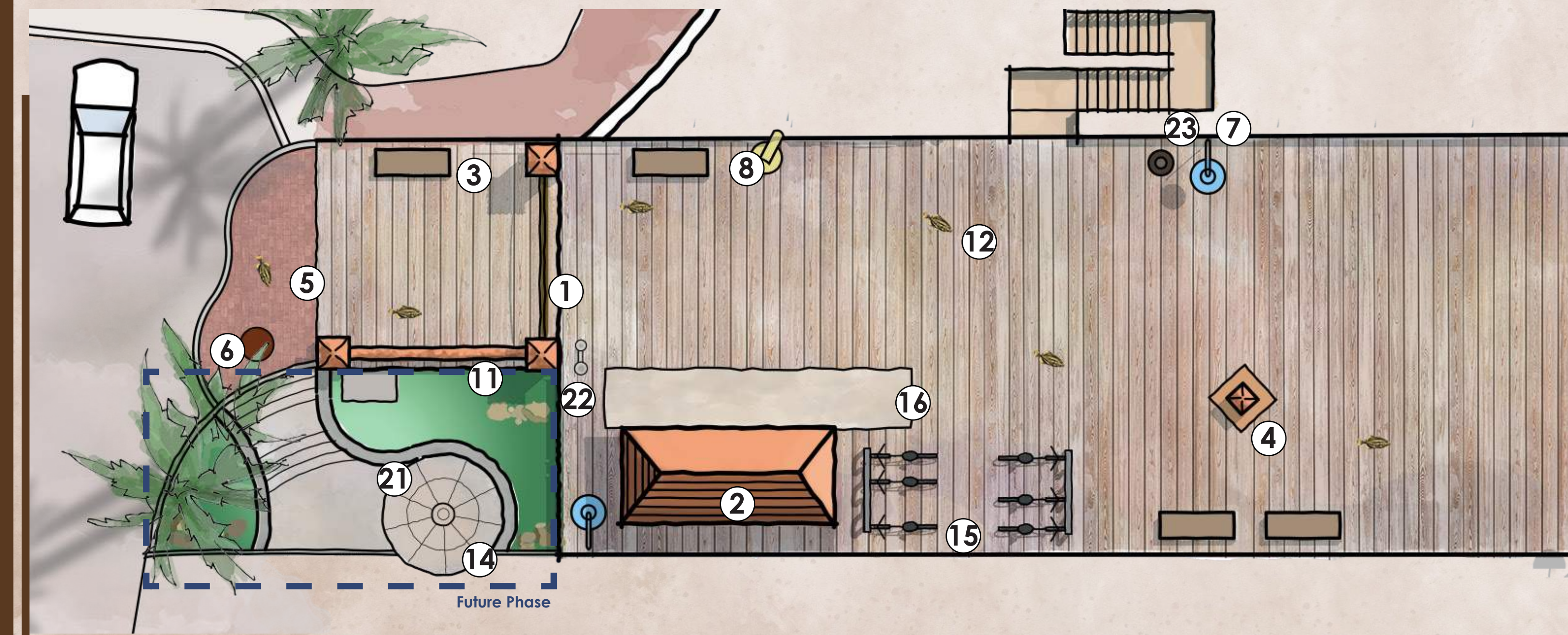


BINOCULARS



**LEGEND**

- 1 Enhanced Entry Monument
- 2 Restrooms
- 3 Benches
- 4 Informational Kiosk
- 5 Pavers
- 6 Public Art
- 7 Lighting
- 8 Binoculars
- 9 Shaded Picnic Table
- 10 Floating Dock
- 11 Donor Wall
- 12 Fish Scavenger Hunt
- 13 Educational Signage
- 14 Shower and Surfboard Rack
- 15 Bike Rack
- 16 Accessible Ramp
- 17 Fish Cleaning Station
- 18 Jet Ski Storage
- 19 Skiff Storage Rack
- 20 Existing Seasonal Dining
- 21 Retaining Seat Wall
- 22 Drinking Fountain + Bottle Filling Station
- 23 Trash Receptacles
- 24 Boat Hoist



ENHANCED ENTRY MONUMENT

PUBLIC ART OPPORTUNITY



FISH SCAVENGER HUNT



SHOWER TOWER



PAVERS

DONOR ART



EDUCATIONAL SIGNAGE



LIGHTING



SEPTEMBER 2023



**CITY OF CAPITOLA  
PROFESSIONAL SERVICES AGREEMENT**  
Consultant Name Here

THIS AGREEMENT is entered into on June XX, 2022, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Consultant Name Here , 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 consulting 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 Community Development 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. 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. 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 **DATE**.

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

CONSULTANT

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

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

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

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

Approved as to Form:

\_\_\_\_\_  
Samantha Zutler, City Attorney

Professional Services Agreement \_\_\_\_\_ (insert date of contract)

Consultant Name Here

Page 8

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



## **APPENDIX TWO Fees and Payments**

Consultant will provide invoices to the City for all services and expenses on a monthly basis. City will endeavor to pay all invoices within 30 days of receipt. The total amount billed by Consultant and paid by City pursuant to this agreement shall not exceed \$\_\_\_\_\_ without written advance authorization from the City.

Consultant hereby represents and warrants, based upon Consultant's independent determination of the time and labor, including overtime, 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.

Salary expenses include the actual direct pay of personnel assigned to the project (except for routine secretarial and account services) plus payroll taxes, insurance, sick leave, holidays, vacation, and other fringe benefits. The percentage of compensation attributable to salary expenses includes all of Consultant's indirect overhead costs and fees. For purposes of this Agreement, Consultant's salary expenses and non-salary expenses will be compensated at the rates set forth in the fee schedule attached to this appendix and in accordance with the terms set forth therein. Non-salary expenses 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.

Salary payment for personnel time will be made at the rates set forth in the attached fee schedule for all time charged to the project. Normal payroll rates are for 40 hours per week. Consultant shall not charge the City for personnel overtime salary at rates higher than those set forth in the attached fee schedule without the City's prior written authorization.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$\_\_\_\_\_, 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 actual costs and expenses. 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 Consultant Name Here, that the charge of \$\_\_\_\_\_ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated June \_\_, 2022, and has not been previously paid."