

Attachment C
EXHIBIT B - Payment Arrangements

EXHIBIT B

PAYMENT ARRANGEMENTS Compensation upon Completion

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$150,000.00.
- B. Additional efforts and cost reimbursements within the scope of **EXHIBIT A** that exceed \$150,000.00 may be authorized by the Fire Chief or designee at the same rate per unit as defined in **EXHIBIT A**. Additional efforts and costs reimbursement must be approved in advance by the Fire Chief or designee. The total amount of this contingency fund is not to exceed 10% of the Agreement amount or **\$15,000.00**. In no event shall the COUNTY be liable for the cost of any changes or additions to the services being performed under this Agreement unless approved in advance and in writing by the Fire Chief or designee. In no event shall the total contract amount exceed **\$165,000.00**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- D. CONTRACTOR may invoice separately for the parts required to complete the work in **EXHIBIT A**, prior to performing the maintenance and repairs on the equipment, once the parts are ordered and actual costs are identified. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the parts ordered. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the item(s) ordered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- F. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.