



# EXHIBIT C - PRICE AGREEMENT

**Contract No. [#####]**

This Price Agreement (this "**Contract**") is between the City of Bend, Oregon (the "**City**") and [Consultant Legal Name] (the "**Consultant**") for professional personal services.

## RECITALS

- A The City desires to enter into this Contract for engineering, design, and construction management services.
- B The Consultant has the training, ability, knowledge, and experience to provide the services desired by the City.
- C The Consultant was selected through formal request for qualifications number 26-4140 issued June 16, 2026.

## TERMS OF AGREEMENT

### 1 **Effective Date; Duration**

This Contract shall become effective when signed by both parties and approved by the City's legal counsel. Unless sooner terminated, this Contract shall expire on [Month DD, YYYY]. This Contract may be renewed for up to four additional years if agreed upon by both parties. Termination or expiration shall not extinguish or prejudice the City's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

### 2 **Services**

The Consultant shall provide engineering, design, and construction management services as agreed to in the terms of this Contract. Contracts entered into for work awarded under this Contract shall include detailed scope, fee, schedule, and any other information pertaining to the needed work. The general services to be provided are described in more detail in the Statement of Work attached as Exhibit A (the "**Work**"). The Consultant shall perform the Work in accordance with Exhibit A.

### 3 **Consideration**

- (a) The City shall pay the Consultant at a labor rate established in individual Contracts based on time and materials which shall not exceed the rates included in Exhibit \_\_\_\_\_. The rates increased in Exhibit \_\_\_\_\_ may be increased by mutual agreement each



January 1 by the amount not to exceed the change in CPI-U for "West – Size Class B/C". Each Contract shall include a not-to-exceed (NTE) amount which includes allowable expenses or reimbursement in compliance with funding requirements and Exhibit \_\_\_\_\_. The maximum compensation amount, or NTE amount for each Contract may be exceeded only upon written increase in the Statement of Work documented by a contract amendment. If there is no change to the Statement of Work the Consultant shall complete all identified work with the NTE amount.

- (b) The Consultant shall send the City an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period. The City will review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of the City's receipt of the invoice.
- (c) The Consultant shall submit invoices to the City of Bend, Attention: Accounts Payable, P.O. Box 1458, Bend, Oregon 97709 or via email to [ap@bendoregon.gov](mailto:ap@bendoregon.gov). If an invoice is delivered on a non-business day, the invoice is considered received on the next business day.
- (d) The Consultant shall reference the Contract Number and the Project Number on each invoice as appropriate.

#### 4 **Standard of Care**

The Consultant shall provide services with the degree of skill and diligence normally employed by contractors performing the same or similar services at the time the services are performed. The Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Work, and if there is no licensing requirement for the Work, be duly qualified and competent.

#### 5 **Termination**

The parties may terminate this Contract as follows:

- (a) This Contract may be terminated at any time by mutual consent of both parties.
- (b) The City may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to the Consultant, in writing and delivery by certified mail or in person.
- (c) The City may terminate this Contract, effective upon delivery of written notice to the Consultant, or at a later date established by the City under any of the following conditions:
  - (1) City funding is not obtained and continued at levels sufficient to pay for the Consultant's Work. This Contract may be modified to accommodate a reduction in funds. In determining the availability of funds, the City may use the biennial budget adopted or modified by the City Council.



- (2) If federal, state, or City regulations or guidelines are modified, changed, or interpreted in such a way that the Work is no longer allowable or appropriate for purchase under this Contract or no longer eligible for the funding proposed for payments authorized by this Contract.
- (3) If any license or certificate required by law or regulation to be held by the Consultant to provide perform the Work required by this Contract is for any reason denied, revoked, or not renewed.
- (d) Any termination of this Contract is without prejudice to any obligations or liabilities of either party already accrued prior to the termination.
- (e) The City by written notice of default (including breach of contract) to the Consultant may terminate the whole or any part of this Contract:
  - (1) If the Consultant fails to provide services called for by this Contract within the time specified or any extension of the Contract, or
  - (2) If the Consultant fails to perform any of the other provisions of this Contract, or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the City, fails to correct the failures within ten days or such longer period as the City may authorize.
- (f) The Consultant may terminate this Contract upon 30 days' written notice to the City if the City fails to pay the Consultant pursuant to the terms of this Contract and the City fails to cure within 30 business days after receipt of the Consultant's notice, or such longer period of cure as the Consultant may specify in the notice.

## 6 Access to Records – Files; Confidential Information

The Consultant shall maintain all books, documents, papers, and records relating to this Contract for at least seven years following completion of the project. The Consultant shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Consultant's performance. The City, state, and federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to this specific Contract for the purpose of making audit, examination, excerpts, and transcript. The Consultant agrees that all files or other documents generated or in the possession of the Consultant related to the Consultant's delivery of services are the property of the City and the Consultant shall make them available to the City upon the City's request. The Consultant understands the nature of the project(s) means that the Consultant may be privy to information that is confidential, proprietary, or sensitive in nature, which information must not be disclosed to any third person or entity without the consent of the City or at the City's direction, either during the term of this Contract or after its termination. Likewise, any analysis or commentary provided by the Consultant of a confidential or



sensitive nature must not be released or disclosed to any person without the consent or direction of the City.

## 7 **Independent Contractor; Responsibility for Taxes and Withholdings**

- (a) The Work to be rendered under this Contract is that of an independent contractor. The Consultant is not an officer, employee, or agent of the State or Department as those terms are used in Oregon Revised Statutes (“**ORS**”) 30.265 of the Oregon Tort Claims Act, and the Consultant is not to be considered an officer, employee, or agent of the City for any purpose. The Consultant shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. The Consultant is an independent contractor for purposes of the Oregon Workers’ Compensation Law (ORS Chapter 656) and is solely liable for workers’ compensation coverage under this Contract. The City does not have the right of direction or control of the manner in which the Consultant delivers the Work under this Contract or exercise any control over the activities of the Consultant.
- (b) No Agency, Partnership, or Joint Venture/Independent contractor – Neither the City or the Consultant, by virtue of this Contract, is a partner or joint venture with the other party in connection with the activities carried out under this Contract.
- (c) This Contract is not intended to entitle the Consultant nor any of its agents to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers’ compensation, unemployment compensation or retirement. The Consultant shall be responsible for all federal and state taxes applicable to compensation or payment paid to Consultant under this Contract.

## 8 **Ownership of Work Product**

All work product of Consultant under this Contract shall be the exclusive property of the City. The Consultant waives and releases all rights relating to the use of the work under this Contract, including any rights arising under 17 U.S.C. §106A. Reuse of work product by the City or others for purposes outside the scope of work is without liability to Consultant.

## 9 **Protection of Property and Responsibility for Damage**

- (a) The Consultant shall exercise due care to avoid injury to property and infrastructure, including but not limited to, existing travel lanes, medians, curbs, legally parked vehicles, signs, and adjacent property. The Consultant shall notify the City’s Project Manager as soon as practical but within 24 hours of any incidents, accidents or damage resulting from the Work under this Contract.



- (b) The Consultant shall repair all damage resulting from the Work under this Contract. The Consultant shall complete repair work within a two-week period after written notification by the City's Project Manager or designee. An extension of time may be approved by the City's Project Manager or designee in excess of the two-week period if requested in writing by Consultant. The Consultant's request shall state the reasons and period of time for the request. Any repair work not completed by the Consultant within the designated time period may be completed by the City and the cost deducted from monies due to the Consultant.
- (c) This section 9 is not to be construed as to relieve the Consultant of responsibility for damage to private facilities.

## 10 Indemnification

- (a) **Indemnification for General Liability Claims.** To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Consultant shall defend, indemnify, and hold the City, its officers, agents, employees, and volunteers harmless against all liability, claims, losses, demands, suits, fees, and judgements (collectively known as "**Claims**") that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this Contract or by conditions created thereby or based upon violation of any statute, ordinance, or regulation. This indemnification required shall not apply to Claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees, and volunteers. The Consultant agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
- (b) **Indemnification for Professional Liability Claims.** The Consultant shall defend, indemnify, and hold the City, its officers, agents, employees, and volunteers harmless against all liability, claims, losses, demands, suits, fees, and judgements that may be based on, or arise out of damages caused by or resulting from professional negligence in connection with the performance of this Contract by conditions created thereby or based upon violation of any statute, ordinance, or regulation (collectively known as "**Professional Negligence Claims**"). This indemnification required shall not apply to Professional Negligence Claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees, and volunteers. The Consultant agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
- (c) The Consultant's duty to defend a Professional Negligence Claim shall not apply except to the extent that Consultant's liability or fault is determined by adjudication or alternative dispute resolution or is otherwise resolved by settlement agreement, and not to exceed the Consultant's proportionate fault.



## 11 Insurance

- (a) The Consultant shall purchase and maintain at their own expense the insurance noted below subject to review and acceptance by the City. All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration of the Contract term. Any policy written on a 'claims made' basis may only be done so with the written approval and authorization of the City and coverage written in this manner shall extend for 24 months past completion and acceptance of the Consultant's work or services. Insurance certificates and insurance questions shall be emailed to the City's insurance email at: [insurance@bendoregon.gov](mailto:insurance@bendoregon.gov).
- (b) Commercial general liability insurance with minimum coverage in effect of \$2,000,000 per incident, claim, or occurrence and \$2,000,000 in aggregate. The policy shall include coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations, employer's practices liability, and contractual damages. The Consultant shall remain fully responsible and liable for any claims resulting from the negligence or intentional misconduct of the Consultant, its subcontractors, and their officials, agents, and employees in performance of this Contract, even if not covered by, or in excess of insurance limits. Commercial general liability coverage shall name, by certificate and endorsement the City, its officers, agents, employees, and volunteers as additional insureds with respect to the Consultant's work or services provided under this Contract.
  - (1) Commercial general liability coverage shall name, by certificate and endorsement the City, its officers, agents, employees, and volunteers as additional insureds with respect to the Consultant's Services provided under this Contract.
- (c) Commercial automobile (fleet) liability insurance with minimum combined single limit of \$2,000,000 covering all owned, non-owned, and hired vehicles. This coverage shall be written in combination with the commercial general liability insurance with separate limits for commercial automobile liability and commercial general liability.
- (d) Workers' compensation insurance as required by ORS Chapter 656 and meeting the minimum requirements therein. The Consultant shall ensure that each subcontractor obtains and maintains workers' compensation insurance and that the carrier notifies the State of Oregon or files a guaranty contract with the State of Oregon Workers' Compensation Division before performing work.
- (e) The Consultant shall maintain in full force and effect professional liability insurance with a combined single limit of not less than \$2,000,000 for each claim, incident, or occurrence, \$2,000,000 aggregate. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Contract. The Consultant shall remain fully liable for any deductible required under its professional liability errors and omissions policy if found to be negligent related to the professional services to be provided under this Contract. Coverage must be in effect prior to the commencement of the performance of this Contract.





The Consultant shall provide proof of continuous “tail” coverage for 24 months after Contract completion.

- (f) The Consultant shall provide proof of required coverages by acceptable certificate of insurance and signed endorsement from the carrier(s). The certificate and endorsement shall provide that there will be no cancellation, termination, material change, or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City. The certificate and endorsement shall also state the deductible or self-insured retention level.

## 12 **Subrogation**

The Consultant grants waiver of subrogation to the City, its officers, agents, employees, and volunteers for any claims arising out of the Consultant’s work or service. Further, the Consultant agrees that in the event of a loss due to any of the risks for which it has agreed to provide insurance, recovery by the Consultant shall be solely with their insurance carrier. The Consultant also grants to the City on behalf of any insurer providing coverage to either the Consultant or the City with respect to the work or services of the Consultant a waiver of any right to subrogation which any insurer or the Consultant may acquire against the City by virtue of the payment of any loss under such insurance coverage.

## 13 **Nondiscrimination – ADA Compliance**

The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. The Consultant also shall comply with the Americans with Disabilities Act (“**ADA**”) of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. The Consultant agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

## 14 **Successors and Assigns**

The City and the Consultant each binds itself, its successors, assigns, and legal representatives to the other party to this Contract and to the successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. The Consultant shall not assign or transfer its interests in this Contract without written consent of the City, which consent may be withheld in the City's sole, subjective discretion. The rights under this Contract may not be transferred or assigned by operation of law, change of control or merger without the prior written consent of the



City. The City may rescind this Contract if transferred or assigned by operation of law, change of control or merger, or without the prior written consent of the City.

**15 Force Majeure**

The Consultant shall not be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond the Consultant's reasonable control. The Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**16 No Third-Party Beneficiaries**

The City and the Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**17 Waiver**

The City's failure to enforce a provision of this Contract shall not constitute a continuing waiver, shall not constitute a relinquishment of the City's right to performance in the future, and shall not operate as a waiver of the City's right to enforce any other provision of this Contract.

**18 Limitation on Authority**

The City retains its authority to execute all applications, agreements, and other documents relating to this Contract. The Consultant has no right or authority, express or implied, to commit or otherwise obligate the City or any of its partners, except as permitted by the express terms of this Contract, or as authorized in writing.

**19 Attorney Fees & Governing Law**

In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs, and disbursements for any action, suit, proceeding or appeal. The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any claim, action, suit, or proceeding between the City and the Consultant arising from or relating to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. The Consultant hereby consents to *in personam* jurisdiction of said courts.





20 **ORS 279A.125 Preference for Recycled Materials**

The Consultant will use where applicable, recycled materials if (a) the recycled product is available, (b) the recycled product meets applicable standards, (c) the recycled product can be substituted for a comparable non-recycled product, and (d) the recycled product's costs do not exceed the costs of non-recycled products by more than five percent.

21 **Compliance with Law**

The Consultant shall comply with applicable federal, state, and local laws and ordinances applicable to the Work under this Contract.

22 **Merger Clause**

This Contract and attached exhibits constitute the entire agreement between the parties. No waiver, consent, modification, or change of term of this Contract shall bind either party unless in writing and signed by both parties. The waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. The Consultant by signature of its authorized representative hereby acknowledges that he/she has read this Contract, understands it, and agrees to be bound by its terms and conditions.

23 **Key Personnel**

Consultant acknowledges and agrees that the City selected Consultant for award of this Contract because of special qualifications of Consultant's key personnel. The Consultant shall not reassign or transfer key personnel to other duties or positions such that they are no longer available to provide the City with the expertise, judgment, and personal attention at the level proposed without first obtaining the City's prior written consent to such reassignment or transfer. The City shall have the right to interview, review the qualifications of, and approve or disapprove any proposed change in key personnel.

24 **Notices**

Project correspondence shall be directed to the City's Project Manager. Insurance certificates and insurance questions shall be emailed to the City's insurance email at: [insurance@bendoregon.gov](mailto:insurance@bendoregon.gov). All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:



**[Consultant Legal Name]**

Attn: [First and Last Name *or* Department/Division]

[Street Address]

[City, State, Zip]

Phone: [###-###-####]

Email: [email address]

**City of Bend**

Attn: Eric King, City Manager

710 NW Wall Street

Bend, Oregon 97703

Phone: 541-388-5505 Fax: 541-385-6676

Email: [eking@bendoregon.gov](mailto:eking@bendoregon.gov)

With a copy to:

City of Bend

Attn: City Attorney

710 NW Wall Street

Bend, Oregon 97703

Phone: 541-388-5505 Fax: 541-385-6676

Email: [legalnotice@bendoregon.gov](mailto:legalnotice@bendoregon.gov)

Service by mail shall be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served upon receipt of the facsimile or E-Mail, followed by mail delivery.

**25 Severability**

If any provision of this Contract is held illegal or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions will not be impaired unless the illegal or unenforceable provisions affects a significant right or responsibility, and if negotiations fail, may terminate the Contract.

**26 Counterparts**

This Contract may be executed in several counterparts, all of which taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

**27 Amendments**

The parties may amend this Contract by a written amendment properly executed by both parties. Contract amendments shall be effective only if in compliance with Bend Code 1.55.050 Sections C and D.



## 28 Provisions Concerning Hours of Labor

As required by ORS 279C.520:

- (a) The Consultant shall pay its employees who work under this Contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees performing work under this Contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 299 from receiving overtime.
- (b) The Consultant shall pay employees at least time and a half pay for work the employees perform under this Contract on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time the employees work in excess of ten hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (c) The Consultant shall give notice in writing to employees who work on this Contract, either at the time of hire or before work begins on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Consultant may require the employees to work.

## 29 Pay Equity

- (a) As required by ORS 279C.520, the Consultant shall comply with ORS 652.220 and shall not discriminate against any of the Consultant's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another comparable work, based on an employee's membership in a protected class.
- (b) The Consultant must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of the Consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. The Consultant's compliance with this section constitutes a breach that entitles the City to terminate this Contract for cause.
- (c) The Consultant may not prohibit any of the Consultant's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. The Consultant may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.



### 30 **Compliance with Tax Laws**

- (a) The Consultant represents and warrants that the Consultant has complied with the tax laws of this state and political subdivisions of this state including but not limited to ORS 305.620 and ORS chapters 315, 317, and 318.
- (b) The Consultant agrees to continue to comply with the tax laws of this state and political subdivisions of this state during the term of this Contract. Failure of the Consultant to comply with the tax laws of this state or a political subdivision of this state before the Consultant executes this Contract or during the term of this Contract, shall be considered a default for which the City may terminate this Contract and seek damages and other relief available under this Contract or under applicable law.

### 31 **Access Badges**

- (a) The City may issue Consultant one or more access badges. The access badge(s) will provide Consultant access to select non-public City facilities for the sole purpose of enabling Consultant to perform the services under this Contract. The City will determine which facilities the badge(s) will provide access to, and will communicate that information to Consultant. At all times while using the badge(s) to perform its services, Consultant shall have its identification clearly visible and ready to present to City personnel upon request.
- (b) All badges issued to Consultant are, and will remain at all times, the property of the City. Consultant is responsible for the care, security, and safe storage of the badges. Consultant shall not store badges in its work vehicles. Consultant shall not alter or fabricate badges in any way. Consultant shall not use the badges for any purpose other than the performance of services under this Contract. Consultant shall promptly return badges to the City upon the expiration or termination of this Contract.
- (c) The City Facilities Division Manager or their designee will administer all badges issued to Consultant. If a badge is lost, stolen, or damaged, Consultant must immediately contact the City Facilities Division Manager or their designee to report the badge as lost, stolen, or damaged.

### 32 **Additional Federal Requirements.**

The Consultant is expected to comply will all requirements of the sources of funding for the work under this contract. The additional provisions for consultants included in *Exhibit D – Contract Provisions for Airport Improvement Program Projects* are incorporated as part of this contract.

*(signatures on following page)*



Each party is signing this contract on the date stated opposite that party's signature.

**CITY OF BEND, OREGON**

By: \_\_\_\_\_  
Eric King, City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
[First and Last Name], [Title]

\_\_\_\_\_  
Date

**[CONSULTANT LEGAL NAME]**

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

\_\_\_\_\_  
Date



City Contracting and Funding Authorizations

By: \_\_\_\_\_  
Stephanie Betteridge, Chief Innovation Officer  
City of Bend, Oregon

\_\_\_\_\_

Date

By: \_\_\_\_\_  
Tracy Williams, Airport Manager  
(the "**Project Manager**")  
City of Bend, Oregon

\_\_\_\_\_

Date

By: \_\_\_\_\_  
Justin Sweet, Procurement & Public Contracts  
Manager  
City of Bend, Oregon

\_\_\_\_\_

Date



## EXHIBIT \_\_\_\_ - ALLOWABLE EXPENSES

The City will reimburse the Consultant's reasonable expenses incurred in the performance of the Work under this Contract. The City reserves the right to reject any invoice for costs which, in the City's sole judgment, are determined to be unreasonable.

The Consultant shall submit documentation for travel expenses that is satisfactory to the City. In the case of lodging and meal expense, a detailed statement of charges must be submitted with the request for reimbursement. Reimbursement of common carrier transportation expenses are limited to the cost of less than premium (first) class accommodations. Use of personal or company vehicle will be reimbursed at the IRS standard rate for business in effect at the time.

The following are examples of expenses that will not be paid for by the City:

- (a) liquor (including beer or wine) and cannabis;
- (b) meals or lodging accommodations for family;
- (c) trip or rental car insurance;
- (d) any other personal expenditures, including those for entertainment; and
- (e) traffic citations or parking tickets.