

EXHIBIT B

Payment Schedule

A. Rate

All rates and charges per the attached Exhibit A.

B. Billing

1. All billing shall be done monthly for services completed the prior month.
2. CONTRACTOR shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due.
 - D) Include number of citations written, complaints received, miles driven, or other mutually agreed upon details.
3. Upon request of CITY, CONTRACTOR shall submit the following:
 - A) GPS Data
 - B) Routes completed
 - C) Complaint log
4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

C. Liquidated Damages

Failure of CONTRACTOR to complete work in accordance with the terms and conditions of this contract will result in damages being sustained by CONTRACTOR. The following are cause for liquidated damages:

1. Missing scheduled sweeping days without providing prior notice to, and acknowledgement by, the Maintenance Operations Manager or authorized designee (including inclement weather).

C. Liquidated Damages (continued)

4. Poor results.
5. Any failure or refusal by CONTRACTOR to perform in accordance with the terms of this contract.

Upon the first occurrence of any of the foregoing acts, Contractor will be notified in writing by the City. Contractor shall respond within five (5) days with a written plan stating how compliance with the requirements of the agreement must be met. If there is a second occurrence of the same act by Contractor within a thirty-day (30) period, the City shall have the right to withhold payment of \$500.00. Each separate and subsequent occurrence of the same act shall result in a liquidated damages charge in the amount of \$500.00.