

WEBSITE DESIGN REQUEST FOR QUOTES

EXHIBIT B

METHOD OF COMPENSATION

A. PURPOSE

This Exhibit defines the limits and method of compensation to be made to the CONSULTANT for the completion of services. It also describes the method by which payments will be made.

B. COMPENSATION

For satisfactory performance of authorized services described in Exhibit A of this Agreement, the R2CTPO agrees to pay the CONSULTANT compensation of \$_____ payable on a monthly basis as a percent of project completion based progress reported by the CONSULTANT and confirmed by the R2CTPO as described in Section C, Invoicing Procedure. The R2CTPO also agrees to include an ongoing contract of \$_____ payable on an annual basis for ongoing maintenance which will include basic web support. An hourly rate should be provided by the CONSULTANT for additional services as needed to possibly include additional training, website modifications, reports and surveys, including the development of a website for the TPO's biennial *Tell the TPO Survey*.

C. INVOICING PROCEDURE

Progress payments will be made to the CONSULTANT as progress reports and invoices are submitted to and approved by the R2CTPO Project Manager. The progress reports and invoices will be based on a percent complete of the total project, supported by delivery of products completed to date.

The R2CTPO will render approval or disapproval of services.

The R2CTPO reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the R2CTPO. Any payment withheld will be released and paid to the CONSULTANT when work is subsequently performed.

The R2CTPO shall withhold ten (10) percent of the total contract price to be paid to the CONSULTANT as a Final Payment only after delivery and acceptance of the final products by the R2CTPO.

D. PROJECT CLOSEOUT

1. Final Audit

If requested, the CONSULTANT will permit the R2CTPO to perform or have performed, an audit of records of the CONSULTANT to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event that funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by the R2CTPO because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed costs are due to the R2CTPO upon demand. Further, the R2CTPO will have the right to deduct from any payment due the CONSULTANT under any other contract between the R2CTPO and the CONSULTANT an amount sufficient to satisfy any amount due the R2CTPO by the CONSULTANT under the Agreement. CONSULTANT will retain all rights to the VTPO website until the agreed-upon balance has been paid in full.

2. Certificate of Completion

Subsequent to the completion of the final audit, a certificate of completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the certificate of completion, the CONSULTANT will submit either a termination invoice for an amount due or a refund to the R2CTPO for the overpayment, provided the net difference is not zero.