

Request for Qualifications and Proposals

Police Department Review City of Bonney Lake, Washington

General Information

The City of Bonney Lake is a rapidly growing City located in East Pierce County, Washington, and is approximately twenty-five miles east of Tacoma. The City has a Mayor-Council form of government, and operates as an Optional Municipal Code City under RCW 35A. The City of Bonney Lake was incorporated in 1949, with an initial city population of 327. Today, Bonney Lake is one of the fastest growing cities in the state, with a current population estimated at 13,000. There is substantial development occurring in the City, and a number of planned developments in the City's Urban Growth Area (UGA) that are anticipated to annex into the City. Additional information about the City of Bonney Lake can be found at www.ci.bonney-lake.wa.us.

The City employs approximately 100 FTE employees to provide services of general government, municipal court, police, public works, and planning and community development. The City has annexed into the local fire district, which currently shares a public safety building with the police department. The Police Department has no substations.

The police department employs 29 staff members. Employees are represented by a Police Guild, with two bargaining units, one representing police officers, and one representing support staff. The Bonney Lake Police Department provides vehicle patrols, investigations, and marine services. The City operates its own municipal court. Animal control is contracted to the Tacoma-Pierce County Humane Society. Dispatch services were recently contracted to the City of Sumner. The Department has a 2004 calendar-year adopted budget of \$3,262,432. The department has had significant incremental increases to the department budget each year for at least the past several years. The actual expenditures in 2003 were \$2,262,174, and the 2002 actual expenditures were \$2,054,965.

Purpose of Study

The Mayor and Council seek an experienced consultant to conduct a performance and management review of the Bonney Lake Police Department. The purpose of the study is to provide information and recommendations for City budget decisions, police department operations, and strategic planning. The study will review the department management, organization, budget, policies, staffing, equipment, capacity, and related variables that promote the efficiency and effectiveness of the Police Department in meeting both budget efficiency, police operation standards, and police response needs today and into the future. A detailed scope of work is provided herein.

This performance review is one of several that have been, or will be, conducted of major City departments. To insure the best understanding of police operations, this particular contract shall seek and select a consultant most familiar with police management and operations and shall not necessarily be used for subsequent or additional department audits.

Funding and Cost

A lump sum fee shall be negotiated with the finalist(s). A cost proposal is required as part of the submission. During the final selection process, the City will discuss available project funds and a firm scope of work that will obtain the City's objectives within the funds available.

Schedule: The City would like all work performed under the contract completed by the consultant before August 30, 2004, with interim reports or draft results available for earlier consideration. This schedule shall be negotiated and discussed with the finalist, but the City desires at least preliminary findings suitable for operational and budget considerations by that date. A number of budgeted police department expenditures are currently on hold pending review of the report.

Contractor Qualifications

There are no minimum qualifications to respond to this request. Although the City will accept responses from consultants that are familiar with general performance audit approaches, the City is seeking a consultant with an accompanying expertise in municipal police operations and management. The ideal firm will have experience and expertise in the analysis of municipal police department operations and management, and experience and expertise in program analysis and cost benefit analysis in order to make specific recommendations. Experience and expertise in writing and presenting reports for local government officials is desired, including the development of findings, conclusions and recommendations.

Proposal Submission and Award

One original copy of the proposal should be submitted to Don Morrison, Administrative Services Coordinator, City of Bonney Lake, 19306 Bonney Lake Blvd., P.O. Box 7380, Bonney Lake, WA 98390. Proposals may also be submitted in Word or PDF format to morrisond@ci.bonney-lake.wa.us. Faxed proposals are not acceptable. The consultant is responsible for assuring delivery.

At a minimum, the Statement and Proposal shall include of the following information:

- General and legal information about the individual or firm, including name, legal status, SSI or EIN Number, UBI Number, etc.
- Contact information including address, telephone, email, and fax, etc.
- A Statement of Qualifications of the proposed project team members, including identification of the project manager. Include specific experience in police management and operations.
- A list of similar projects completed by the individual or firm, including project related references.

- A proposed scope of work. Proposers may use or modify the City’s Scope of Work or propose an alternate Scope of Work along with an explanation of why an alternate scope of work is being proposed.
- A timeline and proposed schedule to accomplish the work. Proposers may use or modify the sample timeline table included in the City’s Scope of Work or substitute an alternate timeline and schedule.
- A cost proposal which includes the estimated number of project work hours by major task, and the cost of each major task. Include a list of the hourly rates of proposed project team members. Proposers may use or modify the sample cost form included in the City’s Scope of Work or substitute an alternate.

Proposals are due no later than Monday, May 10, 2004 at 4:30 p.m. There will be no “pre-bid conference” or formal “bid opening”. Qualifications and Proposals received by the deadline will be reviewed by the City, and selected firms will be invited to meet with the Mayor and selected City officials to discuss their proposal.

Respondents should allow sufficient delivery time to ensure receipt on or before the deadline. Respondents assume the risk for the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. All Submittals and any accompanying documentation become the property of the City, become public information upon receipt and will not be returned.

Contract. The City anticipates a one-time fixed fee contract, but will entertain an hourly contract with a not to exceed figure to accomplish the scope of work. The final contract scope and schedule will be negotiated with the selected contractor. At the conclusion of the specified project tasks, consideration shall be made as to whether additional work is desired by either the Mayor or the Council to meet the originating objectives of the project. In such event, the contract may be amended by mutual consent to include any additional components of such work. Termination rights are defined within the Contract. Please note that additional requirements and terms are provided in the Sample Contract. Proposers should carefully review the Sample Contract to determine the stated requirements and terms.

Timeline. This is to provide interested firms information about the schedule anticipated by the City. This is only an estimate, and may change:

- RFQ/P Release Date: April 12, 2004
- Submittals Due: May 10, 2004 by 4:30 pm
- Interviews (tentative): Last Week of May
- Council Award: Tuesday June 15th (Workshop Review); June 22 (Approval)

Only that Proposal selected as the successful offer will require original signature. Upon selection and award, that successful Proposal will be validated through a formal signature as part of the contract document itself.

The City will not require a signed original copy of the Proposal in order to allow e-mail receipt of the Proposal.

Revisions to RFP. The City reserves the right to modify this RFQ and/or cancel or reissue this Request in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFP, it shall be the responsibility of the interested firms to obtain a copy of the addendum. These shall be posted on the City Web site, and the City shall make efforts to reach interested firms, but the responsibility shall be on the firms to access the web site and insure that they have obtained current materials as posted.

Acceptance Period. Submittals shall be good until Council has completed an award action. Firms that take exception to this will be considered non-responsive and will be rejected.

Rejection of Submittals. The City reserves the right at its sole discretion to reject any and all Submittals received without penalty and not to issue a contract as a result of this RFQ/P. The City also reserves the right at its sole discretion to waive minor administrative irregularities contained in any Submittal.

Responsible Proposer Criteria. The City shall consider only responsible Consultants. Responsible Consultants are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract. The City may also consider references, financial stability, and any other information available to the City. Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

Obligation to Contract and Costs. This RFQ/P does not obligate the City to contract for services specified herein. The City will not be liable for any costs incurred by the Consultant in preparation of a Submittal in response to this Request, in conduct of a presentation, or any other activities related to responding to this RFQ/P.

Commitment of Funds. The Mayor of the City is the only individual who may legally commit the City to the expenditures of funds for a contract resulting from this RFQ/P. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

Examination of RFQ/P and Contract Documents. The submission of a response shall constitute an acknowledgment upon which the City of Bonney Lake may rely that the Proposer has thoroughly examined and is familiar with the requirements and contract documents, and reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided. Failure or neglect of a submitter to examine such documents, work site(s), statutes, regulations, ordinances or resolutions, shall in no way relieve the submitter from any obligations with respect to the offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the same. A signed purchase order or contract furnished to the successful offer results in a binding contract without further action by either party.

Non Collusion. Submittal of an offer swears that the offer is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Proposer has not induced or solicited others to submit a sham offer, or to refrain from proposing.

Communications with the City. All communications are restricted and may only be made through the City's Administrative Services Coordinator, Don Morrison. Failure to observe this can result in rejection of the consultant from the process. Unless authorized by the Mayor, no other City official or employee can speak for the City regarding this Request. The City is not bound by information, clarification, or interpretations from other City officials or employees. Consultants should not contact City officials or employees, other than the Interim Administrative Services Coordinator or Finance Director. Failure to observe this requirement may be grounds for rejection of the firm's submittal. Interested firms may submit inquiries to the City prior to the bid submittal deadline. Following submittal, the City will not receive additional requests, inquiries or information from any proposer. The only request that the City will accept shall be information regarding the anticipated award date and/or the list of companies that submitted. Attempts after the bid submittal deadline, to provide further information or inquiries beyond the specified facts, may be ground for rejection of a submittal.

Scope of Work

TASK 1 - CONFIRM SCOPE, OBJECTIVES AND TIMING.

The project team will develop a understanding of the organization and operations of the City of Bonney Lake generally, and the Police Department specifically.

To accomplish this task, the project team will perform several information collection activities to become thoroughly familiar with Bonney Lake's operations. These activities will consist of:

1.1 Finalize project design. The team will conduct a meeting with the Mayor, Administrative Services Coordinator, Police Chief and other designated key officials to accomplish the following:

- Identify communication channels and reporting relationships and responsibilities of project staff.
- Review scope of work. The project objectives, tasks and time lines will be reviewed and confirmed.
- Review products to be delivered. Expectations regarding the form and scope of the products will be confirmed.

TASK 2 - DATA COLLECTION.

The team will obtain and analyze City of Bonney Lake background information. This may include, but not limited to, a review of the following:

- Any adopted mission, goals, objectives, performance standards, etc. of the City as they relate to the operations of the Police Department.

- Position descriptions and organization charts.
- Current and prior year's budgets (previous 3 years), year-end revenue/expenditure printouts, and audit reports.
- Staffing levels, including resource allocation and utilization.
- The State and other certifications held by various police department staff members.
- Any management reports and other tracking documents used to monitor department performance.
- Administrative and financial policies, procedures and practices.
- Personnel policies, procedures and practices.
- Any training and other non-confidential personnel records.
- Any purchasing and property disposition records, including fixed assets and equipment inventories.
- Existing capital improvement and other comprehensive plans.
- To the extent available, current workload and workload trend information.
- The services and service levels of each functional unit, including detailed performance measures, if available.
- Operating statistics and other information systems reports.
- Crime statistics and calls for service.

2.1 - Interviews. The project team will conduct confidential individual interviews (either in person or by phone) with the Mayor, Deputy Mayor, Administrative Services Coordinator, Finance Director, Municipal Judge, Court Administrator, Police Chief, Police Lieutenant, Police Guild President, and at least one representative sample of all police department job classifications. The project team will also interview up to 20 other key staff and stakeholders (which frequently related to the police department, as identified by the City. The interviews will help identify concerns, clarify duties and responsibilities, document current practices, solicit input, answer specific questions regarding departmental organization and operations, and to assure that a variety of community concerns and perspectives are identified, considered and evaluated.

2.2 - Conduct Field Observations. In the course of data collection and conducting interviews, the project team will review the facilities and equipment available to the department, and to observe field operations as appropriate through a number of “ride-alongs”.

TASK 3 - DOCUMENT AND REVIEW EXISTING ORGANIZATION AND OPERATIONS

With the information from prior tasks, the team will prepare a factual profile of the organization and operations of the police department. The profile will contain the following:

- The organization, staffing and reporting relationships within the department, and between departments and general administration.
- The objectives, priorities and programs of the department.
- To the extent available, the current workload and workload trend information.
- The services and service levels provided by each organizational unit.
- The communications and workflow among the various organizational units.
- The use of existing resources.

The factual profile will not contain analysis or judgments by the project team. Rather, it will document the current organization, staffing, workload and management practices of the organization.

The factual profile will be reviewed with the Mayor, Administrative Services Coordinator, Police Chief and other key officials and staff, as appropriate. Following review of the draft, the profile will be amended as needed, and will be included in the final report.

TASK 4 - INITIAL ASSESSMENT AND DIRECTIONS.

At this point in the study process, the project team will have gained an understanding of the Bonney Lake Police Department organization and operations, and will have conducted preliminary analysis. Concurrent with Task 3, the project team will provide a separate draft report on initial observations and findings.

The initial observations and findings will be presented in an informal report which makes preliminary findings and raises questions for the detailed analysis, such as:

- Is the City getting good value for its police department budgeted expenditures?
- Are the functions of the Police Department organized logically?
- Are management and supervisory spans of control efficient and effective?
- Is there a structured process for objective-setting, priority-setting, and service delivery planning? If so, is it effective?
- Does the department have the resources necessary to achieve their objectives and expected service levels?
- Is the department flexible and able to respond effectively to changes in service demand?
- Does the department have a strong service orientation?
- Are staffing levels and workload demands in balance?
- Are the activity reporting and other information systems adequate to convey the necessary information?
- Are the facilities and equipment available to the department adequate to effectively meet service demands?
- Are communications within and among the department effective?
- Has the department taken advantage of available technology and modern management practices to improve organizational effectiveness?
- Are reporting and records systems adequate?
- Is long term planning conducted?
- Is there an effective management system for controlling expenditures?
- How should the City plan for the rapid growth of the City?

In addition to the initial assessment, the project team will also have an opportunity to review potential directions and recommendations with key officials, and to provide a focus for the balance of the study.

TASK 5 - CONDUCT DETAILED ANALYSIS.

The detailed analysis phase is the key part of the review process. The project team will conduct a broad range of specific analyzes, including but not limited to the following as appropriate:

1. Organization analysis:

- Organization structure
- Reporting relationships
- Working relationships
- Management/Supervisory spans of control
- Communications
- Decision making
- Operating Policies and Procedures

2. Workload and staffing:

- Service level standards
- General workloads and trends
- Resource and staff utilization
- Operations and maintenance
- Equipment and facility utilization and needs
- Management information systems
- Goal setting and departmental productivity
- Service orientation and delivery
- Application of appropriate technology
- Budget preparation and implementation
- Expenditure control
- Overtime Use
- Purchasing and procurement policies and practices
- Benchmarks and performance measures

The consulting team will also review the organizational structure, and benchmark several key performance measures of five (5) other comparable cities in the area, to be determined by the City in consultation with the Consultant. The benchmarks will include, but not necessarily be limited to:

- Comparative per capita police expenditures (operating and capital)
- Comparative police staffing
- Comparative equipment and facilities
- Comparative calls for service
- Comparative crime rates
- Comparative community related programs (e.g. DARE, SRO, Neighborhood Watch, etc.)

TASK 6 - PREPARE AND REVIEW DRAFT REPORT.

The project team will prepare a draft report. The report may be used as a discussion document by the Mayor and Administration. The draft final report will summarize all findings, conclusions and specific recommendations. Said report will also include, but not be limited to:

- Appropriate background information
- The factual profile of existing operations
- Results of initial assessment
- Results of detailed analysis expressed as observations, findings and conclusions
- Results of the comparative review (benchmarking) of other similar cities
- Detailed recommendations including specific opportunities for improvement.

TASK 7 - PREPARE AND PRESENT FINAL REPORT

After receiving the review and comments from the City on the draft report, the project team will make any needed revisions, clarifications, or elaborations, and prepare a final report. In addition to the items listed in the description of the draft report, the final report will also contain an executive summary.

The consultant will deliver one master copy and ten (10) printed and bound copies of the final report to the City. The consultant will also deliver a copy of the final report on PC disk or CD in a Microsoft Word format.

A final de-briefing session will be held with selected Bonney Lake officials to summarize the findings, conclusions, recommendations and observations of the study team. The consultant may also be asked to make one presentation of the study results to the City Council at a Work Session. Then may be scheduled on the same day as the de-briefing session.

SCHEDULE AND COST

The proposal should include a study timeline and include dates for submission of the various deliverables, and a cost estimate. The consultant may use the study schedule outline listed below, or include an alternate schedule and time line. It is hoped the study can be completed in three months or less, as a number of budgeted police department expenditures are on hold pending this study, and information for the 2005 budget is desired by August 30th.

Sample Study Schedule Template

PROJECT TIME LINE	MONTH 1			MONTH 2			MONTH 3		
1 - Confirm scope, objectives and timing	X								
2 - Data collection	X	X							
3 - Document/existing org. & operations			X	X	X				
4 - Initial assessment and directions					X	X	X		
5 - Conduct detailed analysis & benchmarking						X	X	X	
6 - Prepare and review draft								X	
									X

7 - Prepare and present final report																			
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Deliverables and Dates:

- Deliver Factual Profile:
- Deliver Draft Report:
- Deliver Final Report:
- Make Presentations:

Sample Project Cost Template

<u>TASK</u>	<u>HOURS</u>	<u>COST</u>
1 - Confirm scope, objectives and timing		
2 - Data collection and Interviews		
3 - Document/existing org. & operations		
4 - Analysis and Assessment		
6 - Prepare and review draft final report		
7 - Prepare and present final report		
Total Labor & Overhead Cost		\$
* Estimated Reimbursable Expenses		\$
TOTAL COSTS		\$

* Estimated reimbursable expenses include: travel, printing, LD phone.

Final Report Format

The format for the principal report to be prepared pursuant to the scope of work will include narrative text, tables, and charts. It should include, but not necessarily be limited to, the following sections:

- Executive Summary
- Project Scope and Approach
- Factual Profile
- Findings and Conclusions:
 - Planning and Goal Setting
 - Management Systems
 - Department Management and Leadership

Budget Administration
Organization Structure/Staffing
Scheduling and Workload Allocation
Comparative Benchmarks with Similarly Situated Communities (table/Narrative)
Community Relations
Crime Prevention Programs
Core Skills and Training
Standard Operating Procedures (Police Department Manual)
Intergovernmental Relations/Cooperation
Facilities and Equipment
Miscellaneous
Table of Recommendations (including estimates of cost implementation and/or cost savings)
Organization Charts (Existing and Recommended)
Attachments

**PROFESSIONAL SERVICES AGREEMENT FOR
POLICE DEPARTMENT REVIEW**

THIS AGREEMENT is entered into between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "the City", and _____, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform planning services in connection with the project designated "Police Department Review".
2. Scope of Services. Consultant agrees to perform the services, identified in the Scope of Work (Exhibit "A") attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the City to the Consultant to proceed. Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this agreement within _____ calendar days from the date written notice is given to proceed, unless an extension of such time is granted in writing by the City.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$ _____ without express written modification of the agreement signed by the City.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 75% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be 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, reference and use in connection with Consultant's endeavors.
6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. Consultant shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant.
8. Insurance. The Consultant shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage.

Said general liability policy shall name the City of Bonney Lake as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

9. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent

upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
13. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Termination.
 - a. The City reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Consultant.
 - b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the City, if the City so chooses.
15. Notices. Notices to the City of _____ shall be sent to the following address:

City of Bonney Lake
Attn: John Weidenfeller, Finance Director
P.O. Box 7380
Bonney Lake, WA 98390

Notices to Consultant shall be sent to the following address:

16. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of _____, 20 _____.

City of _____

Consultant

By _____
Robert Young, Mayor

By _____

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT "B"
PAYMENT

1. Consultant shall be paid up to \$_____ to complete the scope of work described in Exhibit "A".

2. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 70% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.

3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.