

ARTICLE 5 COMPENSATION

CITY will compensate CONSULTANT for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement, as follows:

5.1 COMPENSATION FOR BASIC SERVICES

The fee for services rendered in accordance with this Agreement shall be computed in the method selected by the CITY as follows:

5.1.1 If the basis for compensation, identified in the Work Order, is a "LUMP-SUM", it shall list amounts by, and payable with respect to each milestone, after the review and approval by CITY. Monthly pay requisitions documenting the Work Order progress and requested payment shall be submitted in accordance with, and include, the attached Rate Schedule (Exhibit B). Payment shall not exceed the amount authorized through the completed milestones or for the amount of work completed to date. Requisitions shall be payable after the review and approval by CITY. Payment for work indicated shall include all work necessary to accomplish the work component, whether specified, indicated in the Work Order or necessary to complete the work as described. Payments to CONSULTANT shall follow the schedule that shall include the milestones indicated in the Work Order, and updated through the pay request date.

5.1.2 If the basis for compensation, identified in the Work Order, is TIME AND MATERIALS BASIS, work components to be paid shall be indicated in the Work Orders issued to CONSULTANT.

- (1) Time payments shall be computed based on CONSULTANT's Hourly Rate Schedule as shown on Exhibit B.
- (2) Materials shall be paid as reimbursable costs in accordance with paragraph 5.3. Reimbursable costs shall mean the actual expenditures made by the CONSULTANT while providing services under the Work Order in the interest of the Project. An estimate of reimbursable costs shall be included in the Work Order the amount of which will not be exceeded without CITY's approval. Items which may be considered for reimbursement are listed below:
 - a. Expenses for transportation and subsistence incidental to out-of-town travel required by CONSULTANT and directed by CITY, other than visits to the project site or CITY's office;
 - b. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications and documents;
 - c. Expenses for renderings, models and mock-ups requested by CITY.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 For the Additional Services of CONSULTANT, as described in Article 3, including the Additional Services of sub-consultants, compensation shall be in accordance with the attached Rate Schedule, (Exhibit B).

5.3 REIMBURSABLE EXPENSES

5.3.1 For Reimbursable Expenses, as described in this paragraph 5.3, only actual costs plus a 10% mark-up fee will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.3.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CONSULTANT and Sub-consultants in the interest of the Project, for the following expenses:

1. Unless otherwise identified in a Work Order, transportation and living expenses while traveling outside the South Florida area. Transportation, lodging, and per diem expenses for travel between various CONSULTANT's offices and between CONSULTANT's offices and CITY's facility are not reimbursable. Transportation expenses shall be paid on the same basis and shall be subject to the same conditions as those in effect for employees of CITY. These expenses shall not be compensable unless authorized, in writing, in advance by CITY.
2. Expenses for reproductions, postage, handling and delivery for Drawings, Specifications, and other documents, excluding reproductions for office use by CONSULTANT and sub-consultants; copies specified herein for the schematic design, design development, and Construction Documents phases; and other sets as required under Basic Services (Article 2).

5.3.3 The CITY shall approve all miscellaneous expenditures necessary for the completion of the Work Order not included in items above, in advance.

5.4 PAYMENT PERIOD

Payments will be made for services rendered, no more than on a monthly basis, within forty-five (45) days of receipt of an approved invoice. The number of the Work Order by which authority the services have been made shall appear on all invoices, project name and number, original contract amount, consecutive invoice number for that project, and Work Order amount. All invoices shall be reasonably substantiated, and shall identify the services rendered and required by CITY. Invoices shall be broke out by task, and shall include a breakdown of hours and expenses within that task.

EXHIBIT B
Consultant's Hourly Rate Schedule

Job Class/Title	Unloaded Hourly Rate	Multiplier	2003 Loaded Hourly Rate
Technician 1	\$11.60	4.48	\$52
Technician 2	\$16.22	3.70	\$60
Technician 3	\$23.10	3.07	\$71
Technician 4	\$23.63	3.89	\$92
Technician 5	\$27.93	3.54	\$99
Technician 6	\$32.60	3.53	\$115
Technician 7	\$38.95	3.44	\$134
Technician 8	\$52.03	3.06	\$159
Engineer/Scientist/Architect 1	\$22.73	3.96	\$90
Engineer/Scientist/Architect 2	\$24.85	4.06	\$101
Engineer/Scientist/Architect 3	\$28.34	3.85	\$111
Project Engineer/Scientist/Architect 4	\$33.65	3.51	\$118
Project Engineer/Scientist/Architect 5	\$40.33	3.42	\$138
Sr Project Engineer/Scientist/Architect 6	\$51.10	3.25	\$166
Associate	\$61.95	3.08	\$191
Senior Associate	\$83.00	2.53	\$210
Officer	\$84.00	2.86	\$240