

customarily provided in Basic Services, CONSULTANT shall be compensated in accordance with this Agreement.

4.2.4 CITY shall furnish structural, mechanical, electrical, chemical, soils, and other tests, inspections, and reports as required by law or by the Contract Documents, which are not required to be furnished by Contractor under the Contract Documents.

4.2.5 CITY shall provide updated information to the CONSULTANT regarding the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.6 If required for the performance of CONSULTANT's services, and not included within the scope of the Work Order, CITY shall furnish an accurate land survey of the Project site, giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and floor elevations pertaining to existing buildings, other improvements, and trees; and information in CITY's possession concerning available service and utility lines, both public and private.

4.2.7 The services, information, surveys, and reports required by this Article 4 shall be furnished at CITY's expense.

## **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:

## EXHIBIT B

### Consultant's Hourly Rate Schedule

[illegible]