

**ATTACHMENT C • COMPENSATION PLAN**

**ARTICLE CI • INTRODUCTION**

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon the Billing Rates Worksheets attached hereto and based on a negotiated cost estimate for each specific Task Order. COUNTY will compensate CONSULTANT for hours worked by CONSULTANT’s staff in performance of the work in accordance with the attached Billing Rates Worksheet. Actual costs for any Task Order shall not exceed the authorized cost estimate. If actual costs are expected to exceed the amount authorized, a new, separate Task Order and associated cost estimate must be authorized prior to incurrence of any cost that exceeds the amount authorized.

**ARTICLE CII • ELEMENTS OF COMPENSATION**

Compensation for the services provided will be comprised of the following elements: DIRECT LABOR COSTS, OTHER DIRECT COSTS and OUTSIDE SERVICES.

**A. DIRECT LABOR COSTS**

Direct Labor costs shall be paid in an amount equal to the billing rates provided in the Billing Rates Worksheets attached hereto. Billing rates for staff positions not listed in the billing rates shall be approved by the COUNTY.

**B. OTHER DIRECT EXPENSES**

Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates defined in each Task Order, or at actual invoiced cost. Travel by air and/or travel in excess of 100 miles from CONSULTANT’s office nearest to the COUNTY’s office and/or Task Order must have COUNTY’s prior written approval to be reimbursed under this Agreement.

**C. OUTSIDE SERVICES**

Outside services shall be paid in accordance with the negotiated cost proposal for each Task Order and in conformance with the COUNTY Consulting Services Manual invoicing procedures. Firms proposed to provide subconsulting services under this contract are listed below:

- [SUBCONSULTANT 1]
- [SUBCONSULTANT 2]
- [SUBCONSULTANT 3]
- [SUBCONSULTANT 4]
- [SUBCONSULTANT 5]

**ARTICLE CIII • INVOICING**

CONSULTANT shall submit invoices in accordance with the On-Call Services Agreement ARTICLE V: ALLOWABLE COSTS AND PAYMENTS and with the following requirements.

- 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the COUNTY’s Contract Administrator.
- 2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT’s monthly invoice submittals, be in conformance with the COUNTY’s Consulting Services Invoicing Procedures, and shall include invoices for all firms providing services for that month.
- 3. The charges for each individual assigned under this Contract shall be listed separately.
- 4. Charges for Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc.
- 5. Each invoice shall bear a certification signed by the CONSULTANT’s Contract Manager or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

**ARTICLE CIV • PAYMENT**

Progress payments shall be made in accordance with the On-Call Services Agreement ARTICLE V: ALLOWABLE COSTS AND PAYMENTS.

**ARTICLE CV • COST PROPOSAL**

The total annual amount of services to be performed under this contract shall not exceed \$XXXXX unless approved in writing by the COUNTY.

**ARTICLE CVI • BILLING RATES**

Billing rates are subject to the following:

**A. PREMIUM OVERTIME**

Billing rates shall be applicable to both straight time and overtime work unless payment of premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in the On-Call Services Contract. In such event, the premium portion of the Direct Salary Costs will not be subject to the Multiplier.

**B. BILLING RATES**

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Billing rates shown herein are in effect for five (5) years from the effective date of the contract. CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the Transportation Director, or their designee.