

**COMPENSATION DECISION GUIDE
FOR USE WITH EXHIBIT C TO EJCDC E-510, 2002 EDITION**

1. Compensation for Basic Services (not including Resident Project Representative Services)

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percent of Construction Costs
Use These Sheets	Sheets C-2 and C-3	Sheets C-4 and C-5	Sheets C-6 and C-7
Use This Appendix	N/A	Appendices 1 (C-13) and 2 (C-14)	N/A

2. Compensation for Resident Project Representative Services

Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percent of Construction Costs
Use These Sheets	Sheet C-8	Sheets C-9 and C-10	Sheet C-11
Use This Appendix	N/A	Appendices 1 (C-13) and 2 (C-14)	N/A

3. Compensation for Additional Services

Compensation for Additional Services shall be based on standard hourly rates.

	Standard Hourly Rates
Use These Sheets	Sheet C-12
Use This Appendix	Appendices 1 (C-13) and 2 (C-14)

Example: If Basic Services (other than RPR Services) will be compensated using Lump Sum; RPR Services using Percent of Construction Costs; and Additional Services using Standard Hourly Rates; then use only Sheets C-2 and C-3; C-11; C-12; Appendix 1 (Sheet C-13), and Appendix 2 (Sheet C-14) to form Exhibit C.

SUGGESTED FORMAT
(for use with E-510, 2002 Edition)

This is **EXHIBIT C**, consisting of ____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C.2.01 Compensation for Basic Services (other than Resident Project Representative Services) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. For services performed or furnished under paragraph A.1.01, the Lump Sum amount of _____ Dollars (\$____) after the Study and Report Phase Services are considered complete as defined in Exhibit A.
 2. For services performed or furnished under paragraphs A.1.02 through A.1.06 (excluding the services of the Resident Project Representative), the Lump Sum amount of _____ Dollars (\$____).
 3. The Lump Sum compensation for services performed or furnished under paragraphs A.1.02 through A.1.06 shall be payable as follows:
 - a. A sum which equals 30 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2, above, after the Preliminary Design Phase documents are revised and submitted to Owner (and Agency, if required).
 - b. A sum which, together with the compensation provided under paragraph C.2.01.A.3.a, equals 50 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2, after the Final Design Phase documents are completed and submitted to Owner and Agency.
 - c. A sum which, together with the compensation provided under paragraph C.2.01.A.3.a and b, equals 70 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2, after Final Design Phase services are considered complete as defined in Exhibit A.
 - d. A sum which, together with the compensation provided in paragraphs C.2.01.A.3.a, b, and c, equals 80 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2, after Bidding or Negotiating Phase services are considered complete as defined in Exhibit A.
 - e. A sum equal to 15 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2 will be paid for general engineering review of the Contractor's Work during the construction period on percentage ratios identical to those approved by the Engineer as a basis upon which to make partial payments to the Contractor(s). Payments will be made on a monthly basis. However, payment under this paragraph will be in an amount such that the aggregate of the sums paid to the Engineer under paragraphs C.2.01.A.3.a through C.2.01.A.3.e will equal 95 percent of the Lump Sum amount stipulated in paragraph C.2.01.A.2.

(Exhibit C – Compensation for Basic Services (other than Resident Project Representative Services) –
Lump Sum Method of Payment

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- f. A final payment which, together with the compensation provided in paragraphs C.2.01.A.3.a through C.2.01.A.3.e, equals 100 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2. shall be made when it is determined that all services required under paragraphs A.1.02 through A.1.05 have been completed. Such payment includes payment for Post-Construction Phase services under paragraph A.1.06. Engineer remains responsible to Owner for the technical adequacy and completeness of such services.
4. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- B. Period of Service. The compensation amount stipulated in paragraph C.2.01.A.2 is conditioned on a period of service not exceeding _____ months. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C.2.02 [Not Used]

C.2.03 [Not Used]

(Exhibit C – Compensation for Basic Services (other than Resident Project Representative Services) –
Lump Sum Method of Payment

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SUGGESTED FORMAT
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This is **EXHIBIT C**, consisting of ____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C.2.01 Compensation for Basic Services (other than Resident Project Representative Services) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under paragraph C.2.01 is estimated to be \$ _____ based on the following assumed distribution of compensation:

a. Study and Report Phase	\$ _____
b. Preliminary Design Phase	\$ _____
c. Final Design Phase	\$ _____
d. Bidding or Negotiating Phase	\$ _____
e. Construction Phase	\$ _____
f. Post Construction	\$ _____
4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner, with Agency concurrence.
5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in paragraph C.2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultant’s charges.
6. The amounts billed for Engineer’s services under paragraph C.2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultant’s charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.

C.2.02 Compensation for Reimbursable Expenses

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

(Exhibit C – Compensation for Basic Services (other than Resident Project Representative Services) –
Standard Hourly Rates Method of Payment

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- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of _____.

C.2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of _____.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. Engineer is responsible for monitoring charges being generated under this Agreement. When estimated amounts for total compensation or individual phases of the work have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

SUGGESTED FORMAT
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This is **EXHIBIT C**, consisting of ____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C.2.01 Compensation for Basic Services (other than Resident Project Representative Services) – Percentage of Construction Cost Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. For services performed or furnished under paragraph A.1.01, the Lump Sum amount of _____ Dollars (\$_____) after the Study and Report Phase Services are considered complete as defined in Exhibit A.
 2. For services performed or furnished under paragraphs A.1.02 through A.1.06 (excluding the services of the Resident Project Representative), an amount equal to _____ percent of the Construction Cost. Accordingly the estimated total compensation will be \$_____.
 3. The Percent of Construction Cost compensation for services performed or furnished under paragraphs A.1.02 through A.1.06 shall be payable as follows:
 - a. A sum which equals 30 percent of the total compensation payable under paragraph C.2.01.A.2, after the Preliminary Design Phase documents are revised and submitted to Owner (and Agency, if required).
 - b. A sum which, together with the compensation provided under paragraph C.2.01.A.3.a, equals 50 percent of the total compensation payable under paragraph C.2.01.A.2, after the Final Design Phase documents are completed and submitted to Owner and Agency.
 - c. A sum which, together with the compensation provided under paragraph C.2.01.A.3.a and b, equals 70 percent of the total compensation payable under paragraph C.2.01.A.2, after Final Design Phase services are considered complete as defined in Exhibit A.
 - d. A sum which, together with the compensation provided in paragraphs C.2.01.A.3.a, b, and c, equals 80 percent of the total compensation payable under paragraph C.2.01.A.2, after Bidding or Negotiating Phase services are considered complete as defined in Exhibit A.
 - e. A sum equal to 15 percent of the total compensation payable under paragraph C.2.01.A.2 will be paid for general engineering review of the Contractor's Work during the construction period on percentage ratios identical to those approved by the Engineer as a basis upon which to make partial payments to the Contractor(s). Payments will be made on a monthly basis. However, payment under this paragraph and of such additional sums as are due the Engineer by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of the sums paid to the Engineer under paragraphs C.2.01.A.3.a through C.2.01.A.3.e will equal 95 percent of the total compensation payable under paragraph C.2.01.A.2 as appropriately adjusted to reflect the actual Construction Cost incurred by Owner.

(Exhibit C – Compensation for Basic Services (other than Resident Project Representative Services) –
Percentage of Construction Cost Method of Payment

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- f. A final payment which, together with the compensation provided in paragraphs C.2.01.A.3.a through C.2.01.A.3.e, equals 100 percent of the total compensation payable under paragraph C.2.01.A.2, shall be made when it is determined that all services required by this Agreement under paragraphs A.1.02 through A.1.05 have been completed. Such payment includes payment for Post Construction phase services under paragraph A.1.06. Engineer remains responsible to Owner for the technical adequacy and completeness of such services.
4. Progress invoicing prior to award of the Construction Agreement shall be based on Engineer's most recent estimate of probable Construction Cost for the Project, with appropriate adjustment upon award of the Construction Agreement(s). The initial construction award amount shall set the percentage figure to be applied in making such adjustments, and shall remain constant thereafter regardless of the impact of Change Orders. Final invoicing shall be based on final Construction Cost, including all Change Orders.
5. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
- a. For Work designed or specified and incorporated in the completed Project, the actual final cost of the work performed by Contractor and paid by Owner.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. No deduction is to be made from Engineer's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

C.2.02 [Not used]

C.2.03 [Not used]

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C.2.04 *Compensation for Resident Project Representative Services – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under paragraph A.1.05 of Exhibit A, the Lump Sum amount of \$____. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.
2. The total compensation for Resident Project Representative services is predicated on the Contract Times not exceeding ____ months and such compensation shall not be exceeded without written approval of Owner and concurrence of Agency.
3. Payment for Resident Project Representative Services shall be on a monthly basis prorated according to the number of months stated in C.2.04.A.2.

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C.2.04 *Compensation For Resident Project Representative Services – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under paragraph A.1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$_____ based upon Contract Times as set forth herein.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C.2.01, and are directly related to the provision of Resident Project Representative Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a Factor of _____.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment Under this Paragraph C.2.04

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of _____.
2. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. Engineer is responsible for monitoring charges generated under this Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed

and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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C.2.04 *Compensation for Resident Project Representative Services – Percentage of Construction Cost Method of Payment*

A. Owner shall pay Engineer for:

1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under paragraph A.1.05 of Exhibit A of the Agreement, an amount equal to ____ percent of the Construction Cost. This amount includes compensation for Resident Project Representative's services, and those of any assistants to the Resident Project Representative. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and Reimbursable Expenses.
2. The total compensation for Resident Project Representative services is predicated on the Contract Times not exceeding ____ months and such compensation shall not be exceeded without written approval of Owner and concurrence of Agency.
3. Payment for Resident Project Representative Services shall be on a monthly basis prorated according to the number of months stated in C.2.04.A.2.
4. As a basis for payment to Engineer, Construction Cost will be based on one or both of the following determinations. No deduction is to be made from Engineer's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 - a. For Work incorporated in the completed Project but not limited to that furnished by Owner itself, the current market value of the labor material, and equipment furnished.
 - b. For other Project construction, including but not limited to that furnished by Owner itself, the current market value of the labor, materials, and equipment furnished.

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C.2.05 *Compensation for Additional Services – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to paragraph A.2.01 or A.2.02 of Exhibit A, except for services as a consultant or witness under paragraph A.2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$_____ and this amount shall not be exceeded without written approval of Owner and concurrence of Agency.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C.2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a Factor of _____.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment For Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of _____.
2. *Factors.* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of ____ pages, referred to in and part of the **Agreement Between Owner and ENGINEER for Professional Services** dated ____.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

FAX	\$ _____/page
8½"x11" Copies/Impression	\$ _____/page
Blue Print Copies	\$ _____/sq. ft.
Reproducible Copies (Mylar)	\$ _____/sq. ft.
Reproducible Copies (Paper)	\$ _____/sq. ft.
Mileage (auto)	\$ _____/mile
Field Truck Daily Charge	\$ _____/day
Mileage (Field Truck)	\$ _____/mile
Field Survey Equipment	\$ _____/day
Confined Space Equipment	\$ _____/day plus expenses
Resident Project Representative Equipment	\$ _____/month
Computer CPU Charge	\$ _____/hour
Specialized Software	\$ _____/hour
Personal Computer Charge	\$ _____/hour
CAD Charge	\$ _____/hour
CAE Terminal Charge	\$ _____/hour
VCR and Monitor Charge	\$ _____/week, or \$ _____/month
Video Camcorder	\$ _____/day, plus \$ _____/tape
Electrical Meters Charge	\$ _____/week, or \$ _____/month
Flow Meter Charge	\$ _____/week, or \$ _____/month
Rain Gauge	\$ _____/week, or \$ _____/month
Sampler Charge	\$ _____/week, or \$ _____/month
Dissolved Oxygen Tester Charge	\$ _____/week
Fluorometer	\$ _____/week
Laboratory Pilot Testing Charge	\$ _____/week, or \$ _____/month
Soil Gas Kit	\$ _____/day
Submersible Pump	\$ _____/day
Water Level Meter	\$ _____/day, or \$ _____/month
Soil Sampling	\$ _____/sample
Groundwater Sampling	\$ _____/sample
Health and Safety Level D	\$ _____/day
Health and Safety Level C	\$ _____/day
Electronic Media Charge	\$ _____/hour
Long Distance Phone Calls	at cost
Mobile Phone	\$ _____/day
Meals and Lodging	at cost

(Appendix 1 to Exhibit C – Reimbursable Expenses Schedule)

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This is **Appendix 2 to EXHIBIT C**, consisting of ____ pages, referred to in and part of the **Agreement Between Owner and Engineer for Professional Services** dated _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of Agreement are:

Billing Class 9	Senior Associate	\$ _____/hour
Billing Class 8	Staff Manager	\$ _____/hour
Billing Class 7	Professional VI	\$ _____/hour
Billing Class 6	Professional V	\$ _____/hour
Billing Class 5	Professional IV	\$ _____/hour
Billing Class 4	Professional III	\$ _____/hour
Billing Class 3	Professional II	\$ _____/hour
Billing Class 2	Technician II	\$ _____/hour
Billing Class 1	Technician I	\$ _____/hour
Principal		\$ _____/hour
Support Staff		\$ _____/hour

(Appendix 2 to Exhibit C – Standard Hourly Rates Schedule)

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