

USE THE FOLLOWING IF FIXED PRICE CONTRACT

1. [Component]	Financial Advisory Retainer	[Fee]	\$120,000 Annual Fee
2. [Component]	Transaction Based Fee	[Fee]	\$0.60 / Per Bond

USE THE FOLLOWING IF COST PLUS FIXED FEE CONTRACT - N/A

1. An amount equal to the number of hours worked by each of the Contractor's Key Personnel, multiplied by the burdened hourly rate for such Key Personnel based on the schedule set forth below:

	\$	_____
	\$	_____
	\$	_____
	\$	_____
	\$	_____

%

2. Reimbursable expenses, which shall consist of (a) reimbursement for the actual out-of-pocket expenses for reasonable and necessary travel, lodging and subsistence incurred by the Contractor and Contractor Related Parties in the proper performance of the Services under this Agreement (only to the extent that such expenses are identified and approved by the Authority as permissible reimbursable expenses), and (b) payments made by the Contractor for the services performed by Contractor Related Parties. The Contractor may not bill the Authority any mark-up on reimbursable expenses, including the cost of any materials.



2. Reimbursable expenses, which shall consist of (a) reimbursement for the actual out-of-pocket expenses for reasonable and necessary travel, lodging and subsistence incurred by the Contractor and Contractor Related Parties in the proper performance of the Services under this Agreement (only to the extent that such expenses are identified and approved by the Authority as permissible reimbursable expenses), and (b) payments made by the contractor for the services performed by Contractor Related Parties. The Contractor may not bill the Authority any mark-up on reimbursable expenses, including the cost of any materials.

3. RTA will negotiate a fair and reasonable profit with the Contractor for each task based upon the complexity of the work to be performed, the risk undertaken by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of the Contractor's record of past performance and industry profit rates for similar work. Payment to the Contractor of the profit will be made upon satisfactory completion of the assigned task.

The Contractor shall not submit any invoices to the Authority reflecting costs in excess of the Contract Sum for each Task. The Authority shall have no obligation to pay Contractor more than the Contract Sum upon completion of the task.