

COMPENSATION

For those items of the Work for which compensation is payable in fixed fee amounts, payment to the Consultant shall be made in accordance with the compensation schedule as set forth in the project directive, and the percentage of completion of each phase of the Work, as determined and approved by the Engineer and based upon monthly progress reports submitted by the Consultant. Monthly progress payments shall be equal to the percentage of completion of each phase multiplied by the Fixed Fee payable for completion of each phase, less amounts previously billed.

For those items of the Work for which compensation is payable in Not-to-Exceed amounts, the Consultant shall be paid an hourly fee as defined in Article VI.B.2 of this Agreement, at the rates set forth in Exhibit "C" and in accordance with the compensation schedule as set forth in the project directive. The Consultant's monthly invoice shall itemize all hours actually worked in performing such services, identifying the personnel and sub-consultant classifications of individuals performing such Work, and the applicable hourly rates, according to Exhibit "C".

Compensable amounts set forth on (i) hourly basis, or (ii) on the basis of an estimated Fixed Fee subject to a Not-to-Exceed maximum, are estimated only. In the event that all necessary services required in any category described above are, in the judgment of the Engineer, fully performed by Consultant at a cost to City which is less than the amounts estimated and authorized hereunder, Engineer may apply the unexpended balance to compensate Consultant for services in any other category for which compensation was underestimated on either of these bases.

A 5% (five percent) mark-up payable to the prime consultant shall be allowed for work performed by listed sub-consultants.

A 10% (ten percent) mark-up payable to the prime consultant shall be allowed for all other direct costs.

Project Management and Coordination are services that are provided as an integral part of the Work. Consultant shall include the cost of Project Management and Coordination in the effort necessary to complete each subsequent task(s).

**JOHN S. GIBSON BLVD./I-110 FREEWAY ACCESS RAMP IMPROVEMENTS & SR47/I-110
NORTHBOUND CONNECTOR WIDENING**

METHOD OF COMPENSATION
EXHIBIT D-1

| | | | |
|------------------------|---|--------------|------------------------|
| <u>TASK 1</u> | <u>PROJECT MANAGEMENT AND COORDINATION</u> | | |
| | Service performed under this Task will be provided under Tasks 2-12 | | N/A |
| <u>TASK 2</u> | <u>GEOTECHNICAL ENGINEERING SERVICES</u> | | |
| | Lump Sum | \$ | 221,928.34 |
| <u>TASK 3</u> | <u>PROJECT APPROVAL/ ENVIRONMENTAL DOCUMENTS (PA/ED) PHASE</u> | | |
| | Lump Sum | \$ | 1,029,138.92 |
| <u>TASK 4</u> | <u>PRELIMINARY DESIGN PHASE (35% DESIGN PLANS)</u> | | |
| | Lump Sum | \$ | 485,440.36 |
| <u>TASK 5</u> | <u>SIXTY-FIVE PERCENT CONSTRUCTION DOCS (65% DESIGN)</u> | | |
| | Lump Sum | \$ | 1,120,293.87 |
| <u>TASK 6</u> | <u>FINAL DESIGN DOCUMENTS (95% DESIGN)</u> | | |
| | Lump Sum | \$ | 556,076.52 |
| <u>TASK 7</u> | <u>SIGNATURE SUBMITTAL</u> | | |
| | Lump Sum | \$ | 290,307.17 |
| <u>TASK 8</u> | <u>BIDDING PHASE</u> | | |
| | Lump Sum | \$ | 49,222.03 |
| <u>TASK 9</u> | <u>DESIGN SERVICES DURING CONSTRUCTION</u> | | |
| | Lump Sum | \$ | 362,740.71 |
| <u>TASK 10</u> | <u>AS NEEDED ENGINEERING SERVICES</u> | | |
| | Not to exceed | \$ | 546,508.01 * |
| <u>Task 10A</u> | <u>Funding Administrator</u> | | |
| | Lump Sum | | \$292,240 * |
| <u>TASK 11</u> | <u>RAILROAD REALIGNMENT DESIGN SERVICES</u> | | |
| | Lump Sum | \$ | 147,697.53 |
| <u>TASK 12</u> | <u>SOUNDWALL DESIGN</u> | | |
| | Lump Sum | \$ | 242,994.80 |
| <u>Task 12A</u> | <u>Soundwall Temporary Construction Easement</u> | | |
| | Lump Sum | \$ | 385,421.08 * |
| | | Total | \$ 5,730,009.34 |

* Revised per Amendment 1