

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: November 25, 2014

RE: Award of Contract for I-4/S.R. 408 Interchange Corridor Consultant  
Contract No. 001055

At its meeting on November 12, 2014, the Board approved the final ranking of the firms for the referenced project and authorized staff to enter negotiations with CH2M Hill, Inc., the firm ranked first. Those negotiations have been completed and Board award of the contract to CH2M Hill, Inc., in the not-to-exceed amount of \$5,300,000.00 is requested. This contract amount is not guaranteed. The term of the contract will be 5 years with time extensions as necessary to coincide with the completion of the project which is anticipated to take approximately 6½ years from the notice to proceed.

The services to be provided by CH2M Hill will be task order driven based on the hourly labor rates that have been negotiated for activities associated with the construction of the I-4/S.R. 408 Ultimate Interchange Improvements. Those activities will include attendance at meetings; reviewing and processing design submittals; construction engineering oversight; construction contract administration; scheduling; maintenance of traffic; utility/environmental coordination; and keeping CFX staff updated on project schedule and upcoming activities.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Ben Dreiling, Director of Construction and Maintenance  
Glenn Pressimone, Director of Engineering  
Contract File

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
CH2M HILL, INC.**

**I-4/S.R. 408 INTERCHANGE CORRIDOR CONSULTANT  
CONTRACT NO. 001055**

**CONTRACT DATE: \_\_\_\_\_, 2014  
CONTRACT AMOUNT: \$5,300,000.00**

**AGREEMENT, SCOPE OF SERVICES, METHOD  
OF COMPENSATION, COSTS AND FEES, PROJECT  
ORGANIZATIONAL CHART**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, COSTS AND  
FEES, AND PROJECT ORGANIZATIONAL CHART**

**FOR**

**I-4/S.R. 408 INTERCHANGE CORRIDOR CONSULTANT**

**CONTRACT NO. 001055**

**DECEMBER 2014**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

**Welton Cadwell, Chairman**

**Scott Boyd, Vice-Chairman**

**Brenda Carey, Secretary/Treasurer**

**Buddy Dyer, Member**

**Fred Hawkins, Jr., Member**

**Teresa Jacobs, Member**

**Walter A. Ketcham Jr., Member**

**Diane Guitierrez- Scaccetti, Non-Voting Advisor**

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES  
S.R. 408/I-4 INTERCHANGE CORRIDOR CONSULTANT**

THIS AGREEMENT, made and entered into this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and CH2M HILL, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 255 East Robinson Street, Suite 505, Orlando, Florida 32801.

That the AUTHORITY did determine that the CONSULTANT is fully qualified to render the services contracted.

**WITNESSETH:**

1.0           The AUTHORITY does hereby retain the CONSULTANT to provide SR 408/I-4 Interchange Corridor Consultant services.

2.0           The CONSULTANT and the AUTHORITY mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

Reference herein to Director shall mean the AUTHORITY's Executive Director.

Reference herein to the Project Manager shall mean the AUTHORITY's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

This Agreement is considered a non-exclusive Agreement between the parties.

### 3.0 TERM OF AGREEMENT AND EXTENSIONS

This is a continuing services Agreement subject to AUTHORITY periodic review, approval and satisfaction with the CONSULTANT's performance. Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services. Extension of this Agreement for two one-year extensions may be exercised by the AUTHORITY at its sole discretion. Extensions will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

### 4.0 PROGRESS SCHEDULE

The CONSULTANT agrees to provide progress reports in a format acceptable to the AUTHORITY and at intervals established by the AUTHORITY. The AUTHORITY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with

representatives of the AUTHORITY, or of other agencies interested in the project on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains in the Agreement within which to complete the services. In the event there have been delays which would affect the completion date, the CONSULTANT shall submit a written request to the AUTHORITY which identifies the reason for the delay and the amount of time related to the reason. The AUTHORITY will review the request and make a determination as to granting all, part or none of the requested extension.

In the event the term of the Agreement has expired and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

#### 5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing design reviews and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion

of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of the AUTHORITY. It is understood and agreed that the AUTHORITY will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Brindley Pieters & Associates, Inc.  
Echezabel & Associates, Inc.  
Quest Corporation of America  
I.F. Rooks and Associates, Inc.

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the



Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

#### 6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is best described as review by the CONSULTANT of the preliminary and final design plans prepared by the FDOT's Concessionaire selected to construct the I-4 Ultimate Project (limited work contemplated on the AUTHORITY system). The basis of review shall be the complete AUTHORITY design standards and criteria outlined in FDOT's final Request for Proposal documents for the I-4 Ultimate project.

The services include, but are not necessarily limited to, the following as they relate to S.R. 408: comprehensive reviews of all design submittals (roadway and drainage, structural, signing and pavement marking, intelligent transportation systems, signalization, lighting, toll plaza etc.), coordinating environmental permits, utility plans review and coordination, develop durations of services (project schedules), coordinate with other agencies on permitting, traffic operation and safety issues, prepare construction cost estimates, surveying support services, right-of-way support services, geotechnical and geotechnical advisory services for projects, attend meetings and site visits as required to carry out the above services and other miscellaneous consultant project management services as requested by the Authority. It should be noted that multiple project management assignments may be authorized and on-going concurrently.

#### 7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Bills for fees or other

compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

Subject to the limits of actual compensation received by the CONSULTANT for services provided under this Agreement, the CONSULTANT may be liable for AUTHORITY costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in design reviews performed under this Agreement. The AUTHORITY may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by the AUTHORITY for a proper audit of project costs.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included

in Exhibit “B”, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

#### 8.0 DOCUMENT OWNERSHIP AND RECORDS

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by the AUTHORITY and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be ground for immediate unilateral cancellation of this Agreement by the AUTHORITY.

#### 9.0 COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

#### 10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit “C”, Costs and Fees, supporting the compensation provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments

shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

#### 11.0 TERMINATION

The AUTHORITY may terminate this Agreement in whole or in part at any time the interest of the AUTHORITY requires such termination.

If the AUTHORITY determines that the performance of the CONSULTANT is not satisfactory, the AUTHORITY shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If the AUTHORITY requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the AUTHORITY shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs as determined in Exhibit "B". In determining the percentage of work completed, the AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any

work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty.

It is understood and agreed that in the event of such termination, all documents prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Project Manager.

## 12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be reasonable. In such event, the CONSULTANT will have the right to file a claim with the AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

#### 13.0 CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

#### 14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the AUTHORITY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the claim and report their findings to each other within seven working days. The AUTHORITY and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend the AUTHORITY in such claim as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the claim. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one

party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

#### 15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.



## 16.0 INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from the AUTHORITY, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

16.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately

to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to the AUTHORITY) or the general aggregate limit shall be twice the required occurrence limit. The AUTHORITY shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage

for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard “supplementary payments” clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

16.3 Workers’ Compensation and Employer’s Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer’s Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

16.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of the AUTHORITY for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide the AUTHORITY with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the AUTHORITY and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-:VII. If requested by the AUTHORITY, the AUTHORITY shall have the right to examine copies and relevant provisions of the insurance policies

required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests the AUTHORITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by the AUTHORITY.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

#### 17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the

AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Director of Public Relations and Communication or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a color logo is used, the logo shall conform to the proper PMS colors as directed by the Director of Public Relations and Communication. If a black and white logo is utilized, the logo shall be properly screened to insure allayers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Director of Public Relations and Communications or his/her designee.

#### 18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read the AUTHORITY's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

## 19.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Agreement for cause.

## 20.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Director for resolution. During the term of this Agreement:

1. The CONSULTANT is not eligible to pursue any advertised work in the CONSULTANT's area of oversight for any project for which the CONSULTANT had design review responsibilities. Subconsultants are also ineligible to pursue projects where they participated in design review.
2. The CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or

subconsultant where the CONSULTANT had design review responsibilities.

Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design review.

#### 21.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

#### 22.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

#### 23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on \_\_\_\_, 2014.

**CH2M HILL, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)  
Secretary or Notary

Approved as to form and execution, only.

General Counsel for the AUTHORITY

\_\_\_\_\_



**Exhibit "A"**  
**SCOPE OF SERVICES**  
**SR 408/I-4 ULTIMATE INTERCHANGE CORRIDOR CONSULTANT**

**I. Purpose**

- A. The Central Florida Expressway Authority (Authority) requires professional services and assistance of a SR 408/I-4 Ultimate Interchange Corridor Consultant (SR 408/I-4CC) to serve as an extension of Authority staff and be responsible for providing consultant project management services and associated activities as may be required by the Authority on an as-needed basis. The services to be provided will assist the Authority with meeting commitments made to the Florida Department of Transportation in the Interlocal Agreement outlining the services to be provided by the Authority as part of the I-4 Ultimate P3 project to be delivered by the I-4 Mobility Partners (Concessionaire). It should be noted that multiple project management assignments may be authorized and on-going concurrently. Services provided by the SR 408/I-4CC shall include, but are not necessarily limited to, the following:
1. Comprehensive reviews of all concessionaire design submittals including, but not limited to, survey, roadway, drainage, geotechnical, structural, signing/pavement marking, intelligent transportation systems, signalization, lighting, toll plaza modifications, aesthetics, etc.;
  2. Ensuring that all appropriate construction permits, authorized or approved by the Authority or other Agencies, are obtained in a timely fashion by the concessionaire;
  3. Utility plan review and coordination;
  4. Coordination with other agencies as required;
  5. Coordination with FDOT-5, its General Engineering Consultant (GEC) and/or its Construction Oversight consultant (COS) for the project on a regular basis;
  6. Ensuring adherence of the concessionaire's calculations and design to the requirements of the I-4 Ultimate project, as related to SR 408 and the interchange with I-4:
    - I-4 Ultimate Project – Volume I – RFP and Concession Agreement
    - I-4 Ultimate Project – Volume II – Technical Requirements (All Sections)
    - I-4 Ultimate Project – Volume III – Additional Mandatory Standards;
  7. Attend meetings and site visits as required to fulfill the requirements of this scope of services;
  8. Providing oversight and regular reporting of the Concessionaire's self-monitoring obligations during construction to ensure contractual requirements are being met;
  9. Reviewing construction progress, both thru field reviews and regular attendance at construction coordination meetings, to ensure contractual requirements are being met;
  10. Tracking instances where requirements are not being met during construction and reporting to FDOT those deficiencies found and/or requiring corrective actions;

11. Coordinate with Authority staff to identify and coordinate specialty services of other consultants contracted separately by the Authority to assist with the commitments made to FDOT as part of the Interlocal Agreement;
12. Other miscellaneous consultant project management services as requested by the Authority.

## **II. Overview**

- A. Services provided by the SR 408/I-4CC shall be on an as needed basis and will be initiated and completed as directed by the Authority's Project Manager or other authorized representative. The Authority does not guarantee that any or all of the services described herein will be assigned during the term of the agreement. Further, the SR 408/I-4CC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services performed by other consultants or Authority staff.
- B. The SR 408/I-4CC shall provide a resource pool of qualified professional, technical, and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

## **III. Standards, Design Criteria, and Reviews**

- A. The editions of the applicable standards and policies, including subsequent updates and amendments, in effect at the time of execution of the Agreement between the Authority and design consultant will be used as follows:
  1. I-4 Ultimate Project – Volume I – RFP and Concession Agreement
  2. I-4 Ultimate Project – Volume II – Technical Requirements (All Sections)
  3. I-4 Ultimate Project – Volume III – Additional Mandatory Standards.
  4. The applicable design and construction standards and policies of the Florida Department of Transportation including the Standard Specifications for Road and Bridge Construction, the Design Standards (Index Drawings), Plans Preparation Manual, Basis of Estimates Handbook;
  5. Federal Highway Administration (FHWA);
  6. American Association of State Highway and Transportation Officials (AASHTO);
  7. Transportation Research Board (TRB);
  8. Standard Building Code;
  9. National Electrical Code;
  10. ANSI National Electrical Safety Code;
  11. NFPA Life Safety Code;
- B. The Concessionaire's design consultant has total responsibility to ensure conformity to the "standards of the industry" for the accuracy and completeness of the plans, design, calculations, reports and other documents prepared for the project. Unless specifically stated otherwise, the SR 408/I-4CC shall verify that the concessionaire's

work, throughout the design and construction of the project, conforms to the Authority's design criteria and procedures. Review by the SR 408/I-4CC does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the concessionaire and/or their design consultant.

- C. Review and coordination of the concessionaire's work by the SR 408/I-4CC shall continue from the information developed through the project development process. Submittals by the concessionaire for review by the SR 408/I-4CC will be made as prescribed by the agreement between concessionaire and FDOT.
- D. The SR 408/I-4CC shall complete all reviews and transmit comments to the Authority's Project Manager within 21 calendar days after receipt of the submittal. It should be noted that submittals from multiple disciplines may be on-going concurrently and the SR 408/I-4CC shall keep the Authority's Project Manager aware of the number and discipline of the reviews on-going.

#### **IV. Subcontracting**

Services assigned to subconsultants must be approved in advance by the Authority in accordance with the Agreement and the Authority's Procurement Policy. All subconsultants must be qualified by the Authority to perform all work assigned to them. In the event services of a subconsultant are authorized, the SR 408/I-4CC shall obtain a schedule of rates, and the Authority shall review and must approve in advance any rates to be paid to the subconsultant.

#### **V. Conflict of Interest**

The SR 408/I-4CC shall not knowingly enter into any other contract with the Authority during the term of the Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the Authority during the term of the Agreement which would create or involve a conflict of interest with the service provided herein. Questions regarding potential conflicts of interest shall be addressed to the Authority's Executive Director for resolution.

#### **VI. Term of Agreement and Renewal**

The SR 408/I-4CC Agreement shall remain in Full force and effect for a five (5) year term from the date of the issued *Notice to Proceed* letter. Renewal of the Agreement for up to two (2) one year renewal periods may be exercised by the Authority at its sole discretion. No payment for work performed will be made to the SR 408/I-4CC team members and subconsultants unless it is performed under the SR 408/I-4CC Services budget approved by the Authority or a Letter of Authorization has been mutually agreed to in writing by the parties hereto.

### **END OF SCOPE OF SERVICES**

**Exhibit “B”**  
**METHOD OF COMPENSATION**  
**SR 408/I-4 ULTIMATE INTERCHANGE CORRIDOR CONSULTANT**

**1.0 PURPOSE**

This Exhibit describes the limits and method of compensation to be made to the SR 408/I-4 Ultimate Interchange Corridor Consultant (SR 408/I-4CC) for the services set forth in Exhibit “A”, Scope of Services. The services shall be provided over the duration of the work specified in Section 3.00 of the Agreement.

**2.0 AMOUNT OF COMPENSATION**

2.1 The Authority agrees to pay the SR 408/I-4CC for the performance of authorized services described in Exhibit “A” an amount not to exceed \$5,300,000.00 for the initial five (5) year term of the Agreement, such amount hereinafter referred to as the Maximum Limiting Amount. All compensation shall be authorized by means of individual Work Authorizations.

2.2 Compensation for services provided under this Contract will be made on a unit price basis per manhour, plus reimbursable expenses and will not exceed the Maximum Limiting Amount unless increased by the Authority. This method of payment is intended to compensate the SR 408/I-4CC for all costs (salaries, overhead, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services required.

**3.0 ALLOWABLE COSTS**

The Authority will reimburse the SR 408/I-4CC for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under the Agreement are expressly made subject to the terms of (1) the Agreement, (2) Federal Acquisition Regulations sub-part 31-2, (3) Office of management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980), and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of the Agreement. Allowable Costs and Fees are defined as follows:

3.1 Direct Salaries and Wages: All direct salaries and wages of the SR 408/I-4CC for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions. The amount for salary related cost is based on unit rates for the SR 408/I-4CC’s staff expected to be used to perform the required services.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour workweek. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour workweek. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs as detailed below:

- 3.1.1 Straight Overtime: The portion of overtime compensation paid for employees at the straight time hourly rate burdened with overhead and fringe benefits.
  - 3.1.2 Premium Overtime: The portion of overtime compensation paid in excess of the straight time hourly rate not burdened with overhead and fringe benefits. Premium overtime is not authorized unless approved in writing by the Authority's Project Manager.
  - 3.1.3 Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the SR 408/I-4CC's overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all of the SR 408/I-4CC's clients.
- 3.2 A multiplier of 2.316 shall be applied to all SR 408/I-4CC direct salaries and wages as total compensation for the SR 408/I-4CC's administration overhead and burden costs (indirect charges) and the SR 408/I-4CC's operating margin (profit and risk).
  - 3.3 Expenses: A Lump Sum Amount will be negotiated and paid for miscellaneous and out-of-pocket expenses for each approved Work Authorization. All non-local SR 408/I-4CC travel must be pre-approved by the Authority and will be reimbursed in accordance with Florida State Statute 112.061.
  - 3.4 Subconsultant Costs: Compensation will be based on actual costs of subconsultant expenses directly chargeable to the project and supported by invoices or other documentation acceptable to the Authority. Subconsultant fees, as authorized by the Authority, will be passed through the SR 408/I-4CC at cost. In lieu of administrative mark-up, the SR 408/I-4CC will charge time and reimbursable costs associated with the management administrative charges to oversee and administer subconsultants.

#### 4.0 METHOD OF COMPENSATION

Unless increased, no more than the Maximum Limiting Amount provided for in Section 2.0 above will be paid by the Authority to the SR 408/I-4CC as follows, subject to the provisions of Section 3.0 above:

- 4.1 The SR 408/I-4CC will be reimbursed monthly for services performed for each approved Work Authorization. Payment to the SR 408/I-4CC will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times a multiplier of 2.316, a portion of Lump Sum Expenses and Subconsultant Costs for actual work performed. The SR 408/I-4CC shall promptly pay all subconsultants their proportionate share of payment received from the Authority.
- 4.2 The SR 408/I-4CC shall earn a portion of its established Lump Sum Expense cost in the amount equal to such Lump Sum equally distributed over the Work Authorization's anticipated duration. Any balance due the SR 408/I-4CC upon completion of a Work Authorization shall be paid in the final invoice.
- 4.3 The SR 408/I-4CC shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by the Authority. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.
- 4.4 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority. Any and all such payment previously withheld shall be released and paid to SR 408/I-4CC promptly when the work is subsequently satisfactorily performed.

#### 5.0 PROJECT CLOSEOUT:

- 5.1 Final Audit: The SR 408/I-4CC shall permit the Authority to perform or have performed an audit of the records of the SR 408/I-4CC and any or all Subconsultants to support the compensation paid the SR 408/I-4CC. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the SR 408/I-4CC under this Agreement are subsequently properly disallowed by the Authority because of accounting errors or charges not in conformity with this Agreement, the SR 408/I-4CC agrees that such disallowed amounts are due to the Authority upon demand. Further, the Authority shall have the right to deduct from any payment due the SR 408/I-4CC under any other contract between the Authority and the SR 408/I-4CC

an amount sufficient to satisfy any amount due and owing the Authority by the SR 408/I-4CC under this Agreement. Final payment to the SR 408/I-4CC shall be adjusted for audit results.

- 5.2 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the SR 408/I-4CC, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the SR 408/I-4CC shall either submit a termination invoice for an amount due or refund to the Authority for the overpayment, provided the net difference is not zero.

END OF SECTION

Exhibit "C"  
Costs and Fees

**Team Compensation**

Team services will be compensated for their work under the SR 408/I-4 Ultimate Interchange Consultant Contract per the information proved below. All team direct expenses will be negotiated with each Work Authorization.

**CH2M HILL, Inc.**

Overhead	106.76%
FCCM	0%
Profit	12%
Direct Expenses	Negotiated
Multiplier	2.316

**Echezabal & Associates, Inc.**

Overhead	178.47%
FCCM	0%
Profit	11.533%
Direct Expenses	Negotiated
Multiplier	3.106

**Quest Corporation of America, Inc.**

Overhead	169.50%
FCCM	0%
Profit	12%
Direct Expenses	Negotiated
Multiplier	3.018

**Brindly Pieters & Associates, Inc.**

Overhead	243.57%
FCCM	0%
Profit	8.451%
Direct Expenses	Negotiated
Multiplier	3.726

**I. F. Rooks & Associates, Inc.**

Overhead	143.79%
FCCM	0%
Profit	12%
Direct Expenses	Negotiated
Multiplier	2.730

NOTE: Profit percentages were calculated using an average of 12% for a Statewide Average Overhead Rate of 171.53%. For Overhead Rates different than 171.53%, a ratio was applied to calculate the maximum allowable profit percentage as follows:  $(171.53 / \text{Overhead Rate}) * 12\%$ , with a maximum allowable profit of 12%.



**Exhibit "C"**  
**Costs and Fees**

SR 408/I-4 Ultimate Interchange Corridor Consultant  
CH2M HILL  
SCHEDULE OF VALUES

Task Description	Calendar Year					Summary
	2015	2016	2017	2018	2019	
<b>Task 1 - Concessionaire Design Review Services</b>	\$369,500	\$369,500	\$82,000	\$0	\$0	<b>\$821,000</b>
<b>Task 2 - Meetings</b>	\$171,260	\$171,560	\$171,560	\$171,560	\$171,560	<b>\$857,500</b>
<b>Task 3 - Construction Oversight Services</b>	\$459,000	\$670,000	\$670,000	\$670,000	\$670,000	<b>\$3,139,000</b>
<b>Task 4 - Maintenance Period Services</b>	\$0	\$0	\$0	\$41,250	\$41,250	<b>\$82,500</b>
<b>Task 5 - Public Involvement</b>	\$50,000	\$75,000	\$100,000	\$100,000	\$75,000	<b>\$400,000</b>
<b>Summary</b>	<b>\$1,049,760</b>	<b>\$1,286,060</b>	<b>\$1,023,560</b>	<b>\$982,810</b>	<b>\$957,810</b>	<b>\$5,300,000</b>

<b>Percentage of Total Project Funding:</b>	<b>\$230,000,000</b>	<b>\$5,300,000</b>	<b>2.30%</b>
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SR 408/I-4 Ultimate Interchange Design Review Fees

Updated: 11/18/2014

Firm Contracts		Projected Billings					
Project	Task 1 Totals	Task 2 Totals	Task 3 Totals	Task 4 Totals	Task 5 Totals	Project Totals	
CMP - Review 1	\$ 556,179						
CMP - Review 2	\$ 139,570						
90% Review	\$ 73,458						
Release for Construction Review	\$ 51,945					\$ 821,152	
Task 2 - Meetings		\$ 857,808				\$ 857,808	
Task 3 - COS			\$ 3,139,702			\$ 3,139,702	
Task 4 - Maintenance Period				\$ 82,835		\$ 82,835	
Task 5 - Public Involvement					\$ 400,000	\$ 400,000	
<b>Total</b>	<b>\$ 821,152</b>	<b>\$ 857,808</b>	<b>\$ 3,139,702</b>	<b>\$ 82,835</b>	<b>\$ 400,000</b>	<b>\$ -</b>	<b>\$ 5,301,496</b>

Exhibit "C"  
Costs and Fees

**408/I-4 Ultimate Interchange Consultant Contract**  
**Summary of Compensation Rates**

Exhibit "C"  
Costs and Fees

**CH2M HILL, Inc.**

Category	2015	2016	2017	2018	2019	Average
Senior Program Manager	\$104.32	\$107.45	\$110.68	\$114.00	\$117.42	\$110.77
Program Manager	\$78.33	\$80.68	\$83.10	\$85.59	\$88.16	\$83.17
Senior Project Manager	\$66.74	\$68.75	\$70.81	\$72.93	\$75.12	\$70.87
Chief Engineer	\$58.03	\$59.77	\$61.56	\$63.41	\$65.31	\$61.61
Chief Scientist	\$47.52	\$48.95	\$50.42	\$51.93	\$53.49	\$50.46
Engineer	\$37.12	\$38.23	\$39.38	\$40.56	\$41.78	\$39.41
Scientist	\$33.25	\$34.25	\$35.28	\$36.33	\$37.42	\$35.31
Engineering Intern	\$26.68	\$27.48	\$28.30	\$29.15	\$30.03	\$28.33
Senior Designer	\$38.91	\$40.07	\$41.28	\$42.51	\$43.79	\$41.31
Engineering Technician	\$29.27	\$30.01	\$30.76	\$31.52	\$32.31	\$30.77
CADD/Computer Tech.	\$28.38	\$29.23	\$30.11	\$31.01	\$31.94	\$30.14
Administrative Support	\$23.23	\$23.92	\$24.64	\$25.38	\$26.14	\$24.66

**Echezabal & Associates, Inc.**

Category	2015	2016	2017	2018	2019	Average
Party Chief	\$22.75	\$23.43	\$24.13	\$24.85	\$25.60	\$24.15
Instrument Man	\$15.26	\$15.71	\$16.19	\$16.67	\$17.17	\$16.20
Rod Man	\$12.36	\$12.73	\$13.11	\$13.51	\$13.91	\$13.12
Senior Surveyor & Mapper	\$50.23	\$51.74	\$53.29	\$54.89	\$56.53	\$53.34
Surveyor & Mapper	\$42.33	\$43.60	\$44.91	\$46.26	\$47.65	\$44.95
Survey Technician	\$32.04	\$33.00	\$33.99	\$35.01	\$36.07	\$34.02
Secretary/Clerical	\$19.40	\$19.98	\$20.58	\$21.20	\$21.83	\$20.60

**Quest Corporation of America, Inc.**

Category	2015	2016	2017	2018	2019	Average
P.I. - Project Manager	\$39.61	\$40.80	\$42.03	\$43.29	\$44.59	\$42.06
Sr. Public Information	\$30.51	\$31.42	\$32.37	\$33.34	\$34.34	\$32.40

**Brindley Pieters & Associates, Inc.**

Category	2015	2016	2017	2018	2019	Average
Project Manager	\$71.02	\$72.44	\$73.89	\$75.37	\$76.88	\$73.92
Utilities Manager	\$38.43	\$39.20	\$39.98	\$40.78	\$41.60	\$40.00
Sr. Designer/Sr. Construction Inspector	\$38.47	\$39.24	\$40.02	\$40.82	\$41.64	\$40.04
Eng. Tech./Construction Inspector	\$25.50	\$26.01	\$26.53	\$27.06	\$27.60	\$26.54

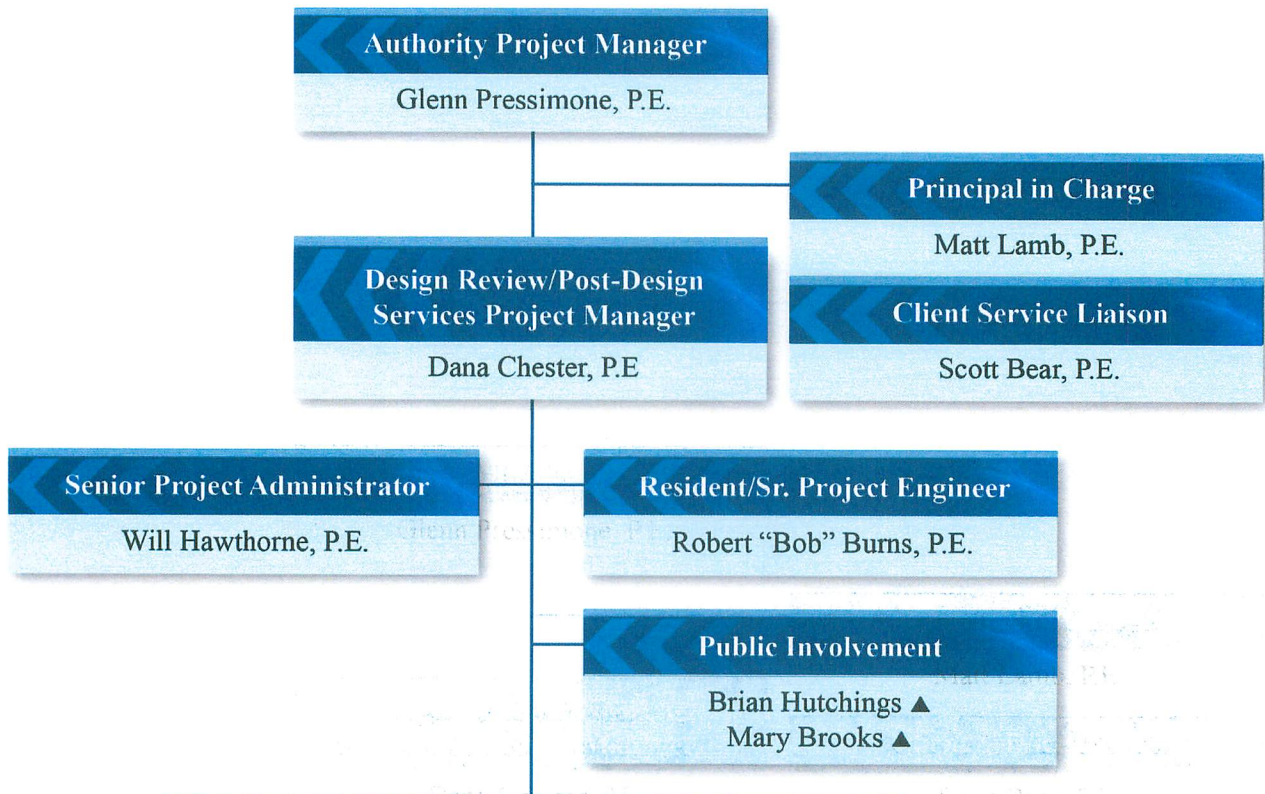
**408/I-4 Ultimate Interchange Consultant Contract**  
**Summary of Compensation Rates**

Exhibit "C"  
 Costs and Fees

**I.F. Rooks & Associates, Inc.**

Category	2015	2016	2017	2018	2019	Average
Project Manager	\$61.76	\$63.00	\$64.26	\$65.54	\$66.85	\$64.28
Senior Specialist	\$39.24	\$40.02	\$40.82	\$41.64	\$42.47	\$40.84
Surveyor & Mapper	\$28.56	\$29.13	\$29.71	\$30.31	\$30.91	\$29.73
CADD Computer Tech A	\$27.88	\$28.43	\$29.00	\$29.58	\$30.17	\$29.01
CADD Computer Tech B	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50	\$25.48
Specialist	\$20.40	\$20.81	\$21.22	\$21.65	\$22.08	\$21.23

Exhibit "D"  
Project Organization Chart



**Design Review and  
Post-Design Services**

**Roadway/MOT**

Krystal Burns, P.E.  
Tim Walsh, P.E.

**S&PM/Lighting/Traffic**

Tom Ross, P.E.  
DeeAngela Tjikueni, P.E.

**ITS**

Tom Ross, P.E.  
Dana Chester, P.E.

**Structures**

Randy Mock, P.E.  
Bhushan Godbole, P.E.

**Drainage**

Stephen Hart, P.E.  
Kennedy Simmonds, P.E.

**Geotech**

Mark Canty, P.E.

**Utilities**

Patricia Dickerson ■

**Landscaping**

Scott Barber, RLA

**Surveying and Mapping**

Ian Major ●  
Richard Step ●  
Stephen Tate, P.S.M. ●  
James T. Viers, P.L.S. ●  
Ike Rooks, P.S.M. \*

**Legend:**

- Brindley Pieters & Associates, Inc.
- Echezabel & Associate, Inc.
- ▲ Quest Corporation of America
- \* I.F. Rooks and Associates, Inc.

Team Prequalifications: 3.2 Major Highway Design; 3.3 Controlled Access Highway Design; 4.1 Miscellaneous Structures and Minor Bridge Design; 4.2.2 Major Bridge Design-Steel; 6.3 Intelligent Transportation Systems Analysis, Design, and Implementation; 7.0 Traffic Operations; and 8.0 Survey and Mapping. Please refer to Appendix D for a complete list of our team's prequalifications.