

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: November 17, 2015

RE: Award of Contract for Construction Engineering and Inspection Services for
S.R. 417 Resurfacing from International Drive to Moss Park Road
Project No. 417-733; Contract No. 001131

At its meeting on October 8, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to negotiate fees and expenses with RS&H, Inc. Those negotiations have been completed and Board award of the contract to RS&H, Inc. in the not-to-exceed amount of \$1,850,000.00 is requested.

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
RS&H, INC.**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR
S.R. 417 MILLING AND RESURFACING FROM
INTERNATIONAL DRIVE TO MOSS PARK ROAD.**

CONTRACT NO. 001131

**CONTRACT DATE: DECEMBER 10, 2015
CONTRACT AMOUNT: \$1,850,000.00**

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

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

FOR

**S.R. 417 MILLING AND RESURFACING FROM INTERNATIONAL DRIVE TO
MOSS PARK ROAD**

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001131

DECEMBER 2015

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

Andria Herr, Member

Jay Madara, Member

S. Michael Scheeringa, Member

Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001131**

THIS AGREEMENT, made and entered into this 10th day of December, 2015 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 "CFX" and RS&H, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 301 East Pine Street, Suite 350, Orlando, Florida 32801.

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

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 001131, S.R. 417 Milling and Resurfacing from International Drive to Moss Park Road.

2.0 The CONSULTANT and CFX 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.

CFX's Director of Construction or his authorized designee shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and the CONSULTANT shall comply with all of the directives of the Director of Construction 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 Director of Construction.

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

3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five year term from the date of the Notice to Proceed from CFX which includes the construction period of 13 months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of Exhibit B, Method of Compensation, the term shall be 15 months.

4.0 PROJECT SCHEDULE

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were

concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

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 the required services and shall have due regard for acceptable standards of construction engineering and inspection principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, 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. It is understood and agreed that CFX 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.

Page One Consultants, Inc.
PI Consulting Services, LLC

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 CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX'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 CFX 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 CFX'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 CFX 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 CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for Contract No. 001131 including, but not necessarily limited to, milling and resurfacing of S.R. 417.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit “B”, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$1,850,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX’s best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX 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 CFX 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 and the project 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 CFX 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 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.

9.0 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”, Details of 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 CFX 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 CFX, whichever is later.

10.0 TERMINATION

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

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX 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 CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX 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 CFX 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", for work performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX 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 CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX 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. CFX further reserves the right to

suspend the qualifications of the CONSULTANT to do business with CFX 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 CFX's Director of Construction.

11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction 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 Director of Construction and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX 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.

12.0 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 CFX and request clarification of CFX'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.

13.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, error or omission 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 CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX 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, CFX will immediately forward the claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the claim and report their findings to each other within seven working days. CFX and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, CFX will determine whether to require the participation of the CONSULTANT in the defense of the claim as described in this section. CFX'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 CFX to the CONSULTANT of the claim. CFX 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 CFX 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 CFX against any claim, suit or proceeding brought against CFX 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 CFX.

14.0 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, CFX 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.

15.0 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 CFX, 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 CFX. 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.

15.1 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 CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX 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.

15.2 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.

15.3 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 CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 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 CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX 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 CFX 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 CFX, CFX 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 CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, 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 CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX 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 CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance

requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0 COMMUNICATIONS

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 CFX 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 CFX.

17.0 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 CFX's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

18.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX 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 CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

19.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX 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 CFX 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 Executive Director for resolution. During the term of this Agreement the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the design of the projects. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design of the projects.

20.0 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.

21.0 GOVERNING LAW AND VENUE

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

22.00 ATTACHMENTS

Exhibit “A”, Scope of Services

Exhibit “B”, Method of Compensation

Exhibit “C”, Details of Cost and Fees

Exhibit “D”, Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and CFX 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 CFX's Board of Directors at its meeting on December 10, 2015.

RS&H, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

Print Name: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT "A"

SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 001131, S.R. 417 Milling and Resurfacing from International Drive to Moss Park Road.

The CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the Agreement.

The CONSULTANT shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the CONSULTANT will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

II. GENERAL REQUIREMENTS

The CONSULTANT's work shall be performed and/or directed by the key personnel identified in the Agreement. Any changes in the key personnel by the CONSULTANT shall be subject to review and approval by CFX.

The CONSULTANT must be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence on the date established in the Notice to Proceed and for a period of five (5) years thereafter. For purposes of Exhibit B, Method of Compensation, the term shall be considered 13 months.

IV. SERVICES

The CONSULTANT will perform the following tasks in the conduct of the Agreement. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

A. General

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The CONSULTANT is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The CONSULTANT shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the CONSULTANT shall in no way relieve the contractor of responsibility for the satisfactory performance of the construction contract.

B. Resident Inspection

The CONSULTANT shall provide services to monitor the contractor's on-site construction operations, and to inspect the materials entering into the work as required to determine that the quality of workmanship and materials is such that the projects will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of the FDOT for inspection of construction projects are set forth in the Department's and the CFX Construction Administration Procedures Manuals. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated in each project are in conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variation shall be met. In complying with the aforementioned guide, the

CONSULTANT shall perform the on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project.

The CONSULTANT through the services of its subconsultant, will provide off-site inspection and sampling of materials and components incorporated into the work. When applicable the CONSULTANT shall determine the acceptability of all materials and work performed at off-site facilities on the basis of certifications, certified mill analysis, FDOT labels, FDOT stamps, etc.

Sampling, testing and laboratory methods shall be as required by the aforementioned guide or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by CFX's representative.

The CONSULTANT shall be responsible for storing and transporting samples to be tested. The CONSULTANT is responsible for the testing of all concrete production, if required. The CONSULTANT as required by the project documents will provide daily surveillance of the Contractor's Quality Control activities at the project site, and/or site of production in regard to concrete and perform verification sampling and testing at the specified frequency.

The CONSULTANT shall perform all necessary surveillance and inspection of the on-site hot-mix asphalt operations. The CONSULTANT shall provide surveillance and verification sampling and testing at any hot-mix asphalt plant providing mixes to the project.

D. Management Engineering Services

The CONSULTANT shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the projects is achieved; to maintain complete, accurate records of all activities and events relating to the projects; to properly document the significant changes to the projects; to provide interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of surveillance of the contractor's activities. The CONSULTANT shall also perform any other management engineering services normally assigned to a Resident Engineer that are required to fulfill its responsibilities under the Agreement. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services include, but are not limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a roadway and bridge construction diary, including weather.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.
8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to CFX for review and processing.

The CONSULTANT shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The CONSULTANT will perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the contractor's survey layout work on an occasional and random basis.

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to CFX.
11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.
12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by CFX a finding of facts and request for contract modification in accordance with applicable procedures.
13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
16. Prepare and submit to CFX all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the marked As-Built (Record) plans; and similar project close out requirements. This task must be completed within fifteen (15) calendar days after final acceptance of the project by CFX. The CONSULTANT is allowed an additional fifteen (15) calendar days to complete indexing and boxing project files, coordination of demobilization of CONSULTANT's property, CFX's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the CONSULTANT's contract time in connection with a project covered by the Agreement.
18. Monitor each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to CFX immediately.
19. Shop drawing/sample submittals and approvals shall be tracked. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. The CONSULTANT will review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the contractor is required to submit, only for conformance and compliance with the design concept of the project as set forth by the Contract Documents.
20. Provide thorough and complete coordination between the contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the project procedures.
21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared and a copy transmitted to CFX within two (2) business days following the meeting.
22. Conduct and document field review of the existing/proposed highway lighting, maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features represent a potential hazard to the public, notify the contractor's representative immediately and verify that corrective action is taken.
23. When needed to prevent delays in contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.
24. The CONSULTANT shall review the contractor's baseline CPM Schedule, or other alternative schedule accepted by CFX, as well as the contractor's monthly schedule updates consistent with the requirements of the construction contract. Prepare a detailed As-Built schedule of the contractor's work efforts. If applicable, use a minimum of the same activity codes

and descriptions listed in the contractor's CPM schedule to prepare an As-Built schedule of the contractor's activities.

V. PERSONNEL

A. General Requirements

The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the Agreement.

B. Personnel Qualifications

The CONSULTANT shall utilize only competent personnel who are qualified by education, experience, and certification where required. The CONSULTANT shall submit in writing to CFX the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to salary, education, experience qualifications of each individual, and certifications. Minimum qualifications for the CONSULTANT's Resident Engineer and key staff members are defined in Paragraph "E" of this Article.

The CONSULTANT's personnel approval request shall be submitted at least two (2) weeks prior to the date an individual is to report to work.

C. Staffing

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by CFX. An individual previously approved by CFX whose performance is later determined by CFX to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification.

Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by CFX to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of CFX.

When the contractor's operations on a project diminish, the CONSULTANT shall reduce the number of its personnel assigned to that project, as appropriate. Any adjustment of the CONSULTANT forces as recommended by CFX will be accomplished within one (1) week after notification.

In the event of a construction contract suspension which requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for CONSULTANT personnel.

1. Resident Engineer/Sr. Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and ten (10) years of highway construction engineering experience. Experience shall include at least five (5) years of major bridge construction and at least five (5) years of roadway construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Resident Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

2. Project Engineer/Project Administrator

A Civil Engineering Degree plus six (6) years of highway construction engineering experience; or ten (10) years of responsible highway construction engineering experience. Experience shall include at least two (2) years of major bridge construction. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. A master's degree may be substituted for one (1) year of experience.

3. Office Engineer/Contract Support Specialist

High school graduate plus five (5) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Receives general supervision and verbal instructions from Resident Engineer. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

4. Senior Inspector (Roadway/Bridge)

High School graduate plus eight (8) years of experience in construction inspection (four (4) years of which shall have been in roadway/bridge construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests. Work is performed under general supervision of Project Engineer.

VI. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual.
- G. CFX Construction Project Administration Procedures.
- H. CFX standardized forms to be used with documentation and reporting procedures.

It is the intent of CFX to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction project. However, if CFX is unable to provide space at any time during the term of the Agreement, the CONSULTANT shall secure the necessary office space to effectively carry out the requirements of this Scope of Services. CFX

will reimburse the CONSULTANT for such office expenses based on costs and fees as provided in the Method of Compensation.

VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The CONSULTANT shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

- A. FDOT Standard Specifications for Road and Bridge Construction, 2014 edition.
- B. FDOT Roadway and Traffic Design Standards, 2015 edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.
- L. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.
- M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.

- N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.
- P. Project telephones and services, including long distance charges.
- Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.
- R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.
- T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

VIII. LIAISON

The CONSULTANT shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on the construction project. All activities and decisions of the CONSULTANT relating to the projects shall be subject to review and approval by CFX. The CONSULTANT shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

The CONSULTANT will be kept advised of project pre-bid and post-bid activities. Upon confirmation of award of the construction contract and scheduled start of construction, the CONSULTANT shall be ready to assign personnel within two weeks after CFX's notification to the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

Construction Engineering and Inspection forces will generally be required of the CONSULTANT at all times while the contractor is working on the construction contract where traffic is being or could be impacted. The Resident Engineer will designate his responsible alternate at times he

may be absent from the project. If the construction contract is suspended, or the work is slowed for any reason, the CONSULTANT's forces will be adjusted at the direction of CFX.

IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the life of the Agreement, CFX may conduct reviews of the various phases and stages of the CONSULTANT's operations, such as construction inspection, materials sampling and testing, and administrative activities.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this agreement, and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and contract provisions. The CONSULTANT shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the CONSULTANT in conformance with CFX's recommendations. CFX's remedial recommendations and the CONSULTANT's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.
- D. Increase the scope and frequency of training conducted by the CONSULTANT.

X. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

In the event services of a subconsultant are authorized, the CONSULTANT shall obtain a schedule of rates and CFX shall review and must approve any rates to be paid to the subconsultant. No subconsultant shall be added without the prior written authorization of the Director of Construction. No subconsultant shall be added with projected fees over \$25,000.00 without documented prior authorization of CFX Board.

XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project. The following items are not included as part of the Agreement, but may be required to supplement the CONSULTANT's services under the Agreement.

- A. The CONSULTANT will, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- B. The CONSULTANT will, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

XII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for the project submits a claim for additional compensation and/or time, and the CONSULTANT has completed the terms of its Agreement with CFX, the CONSULTANT shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Agreement.

END OF SCOPE

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

Central Florida Expressway Authority
Project No. 417-733
Contract No. 001131

1.0 PURPOSE

This Exhibit defines the method and limits of compensation to be made to the CONSULTANT for the services described in **Exhibit "A"** (Scope of Service) and method by which payments shall be made.

2.0 COMPENSATION

For satisfactory completion of all services detailed in **Exhibit "A"** (Scope of Services) of this Agreement, CFX will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$1,850,000.00. It is agreed that this amount will be the limit of all compensation due the CONSULTANT for completion of the services identified in **Exhibit "A"** and quantified in **Exhibit "C"**.

2.1 SUMMARY OF COMPENSATION

The Total Maximum Limiting Amount will consist of the following:

- Salary Related Costs (Limiting Amount) (Field Services) A limiting amount for salary related costs including salary and wages for "straight time", "straight overtime", and applicable administrative overhead and payroll burden costs. (This will include reimbursement for premium overtime only for those firms that account for this expense as part of their contract overhead.) The amounts for the Consultant and Sub-Consultant is as follows:

	\$ 1,200,792.62
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- Premium Overtime (Limiting Amount) Compensation for premium overtime costs are provided only for firms that do not account reimbursement through their overhead rate (at the time of execution of this contract) or for firms that have had their field overhead rate capped at 120% or for firms that allocate this to the FDOT direct expense rate because such rate is not reimbursed as part of this contract.

	\$ 0.00
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- Fixed Fee/Operating Margin.(Field Services)

RS&H (Lump Sum)	\$ 126,311.93
Sub-Consultants (Limiting Amount)	\$ 17,783.18

- Direct Project Expenses (As Identified)

Office Setup and Rent (Allowance)	\$ 29,775.71
Office Supplies, Utilities, Tools, Equip (Lump Sum) RS&H	\$ 26,060.45
PiCS	\$ 1,414.11
Vehicles, Operating Costs, Tolls and Mobile Communications (Limiting Amount) (Billed Hourly for each vehicle-phone combination up to a max. 165 hrs. per month of vehicle presence on the jobsite.)	\$ 99,279.77
RS&H	\$7.14
PiCS	\$5.81

A limiting amount for Subconsultants for Engineering, Off-Site Plant Inspection, Geotechnical, Material Testing, and Surveying Services.

(Asphalt Testing Services) Page One	\$ 149,540.00
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Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established; no escalation of salaries has been included and therefore have included a contingency to be expended at the sole discretion and prior authorization of CFX

Contingency (Allowance)	\$ 199,042.23
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2.2 DETAILS OF COMPENSATION

LUMP SUM AMOUNTS

Project Expenses (Lump Sum)

The CONSULTANT will receive monthly progress payments as follows: Month 1 @ \$5,212.07, Months 2 – 15 will be paid in equal installments of \$1,489.17 per month. SUBCONSULTANT will receive one Lump Sum payment of \$1,414.11 in Month 1. Unless otherwise agreed upon by CFX, project expenses will be paid beginning on the 1st month the Consultant's field office for this project is established and operational.

Operating Margin (Lump Sum)

The CONSULTANT will receive progress payments based on a percentage determined from the ratio of "salary costs to date" divided by the corresponding "salary costs (limiting amount)". Any unbilled lump sum amount, provided project is completed to the satisfaction of CFX, will be made on final billing.

LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, CFX will compensate the CONSULTANT for all reasonable, allocable and allowable costs incurred in the categories

defined below. The reasonableness, allocability and allowability of compensation sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations: Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State law.

Salary Related Costs (Limiting Amount)

Subject to the established limiting amounts, the CONSULTANT will receive progress payments for direct salaries and wages for actual time expended by personnel in the performance of authorized work during the billing period at their actual salary rates or such lower rate as determined in the detail of cost and fees, or as limited by CFX.

Direct salaries and wages include both straight time payments and all overtime payments made to an employee based on a forty-hour (40) work week. CFX requires that project hours worked by the Resident Engineer, Project Engineer, and Engineer of Administrative Services (Contract Support Specialist and Contract Administrator) be worked during normal business hours, i.e., between 7:00 am and 6:00 pm Monday through Friday. CFX shall not pay CONSULTANT for hours worked by these employees outside of normal business hours unless either: (1) documented project conditions made such work outside of normal business hours necessary; or, (2) said CONSULTANT employees obtained prior written permission from CFX to work outside of normal business hours.

Overtime costs will be divided into straight overtime and premium overtime costs. Straight overtime cost is the portion of overtime compensation paid to an employee at the regular hourly rate. Premium overtime cost is the portion of overtime compensation paid in excess of the regular hourly rate. Straight overtime and premium overtime may be authorized for Senior Inspectors, Inspectors and Inspector's Aides only; as well as field engineers (PDA), and technicians.

Administrative overhead and fringe benefit costs will be applied to approved straight time salary and wage costs as shown in Exhibit "C." Straight time is the amount paid an employee excluding any premium overtime costs.

Sub-consultant Inspection, Engineering, Material Testing, and Environmental Services (Limiting Amount)

Subject to the established limiting amount, the CONSULTANT will be compensated for these services based upon the billing rates as provided in Exhibit "C."

ALLOWANCE AMOUNT ELEMENTS

Contingency (Allowance Amount)

Subject to prior task approval from CFX and the established allowance amount, the CONSULTANT will be compensated for these services based upon rates agreed to prior to the performance of the task.

3.0 INVOICING PROCEDURE

The CONSULTANT will be eligible for progress payments under this Contract at intervals not less than monthly.

Invoices for this agreement will be prepared by the CONSULTANT in the form and quantity acceptable to CFX. The CONSULTANT will maintain for this purpose a job cost accounting system that is acceptable to CFX. If required by CFX, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system.

4.0 RATE ESCALATION PROVISION

The Contract does not contain any rate escalation provision. Unless otherwise agreed to by CFX, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, CFX will review pertinent published relevant cost / price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiations of that rate may occur if both parties agree to do so.

END OF SECTION

EXHIBIT C

DETAILS OF COSTS AND FEES

RS&H

SUMMARY OF LABOR RELATED COSTS

Salary Costs	\$	460,845.33
Straight Overtime (10%)	\$	23,264.24
Field Office Overhead (117.43%)	\$	568,489.87
Subtotal	\$	1,052,599.44
Operating Margin (12%)	\$	126,311.93
Overtime Premium	\$	-
RS&H Total Labor Related Costs	\$	1,178,911.37

SUMMARY OF EXPENSES RELATED COSTS

RS&H Allowance Expenses	\$	29,775.71
RS&H Lump Sum Expenses	\$	26,060.45
RS&H Vehicle and Mobile Communications Expenses	\$	82,025.62
RS&H Total Expense Related Costs	\$	137,861.78
(Check expenses versus 23.70% FDOT Rate)	\$	111,345.20
RS&H Grand Total	\$	1,316,773.15

PI Consulting Services

SUMMARY OF LABOR RELATED COSTS

Salary Costs	\$	63,033.30
Straight Overtime (10%)	\$	6,303.33
Field Office Overhead (113.73%)	\$	78,856.55
Subtotal	\$	148,193.18
Operating Margin (12%)	\$	17,783.18
Overtime Premium	\$	-
PI Total Labor Related Costs	\$	165,976.36

SUMMARY OF EXPENSES RELATED COSTS

PI Lump Sum Expenses	\$	1,414.11
PI Vehicle and Mobile Communication Expenses	\$	17,254.15
PI Total Expense Related Costs	\$	18,668.26
(Check expenses versus 11.20% FDOT Rate)	\$	7,765.70
PI Consulting Services Grand Total	\$	184,644.62

Page One Consulting Services

SUMMARY OF LABOR RELATED COSTS

Salary Costs	\$	147,840.00
Subtotal	\$	147,840.00
Page One Total Labor Related Costs	\$	147,840.00

SUMMARY OF EXPENSES RELATED COSTS

Page One Lab Testing Expenses Allowance	\$	1,700.00
Page One Consulting Services Grand Total	\$	149,540.00

DBE Calculation

RS&H Grand Total	\$	1,316,773.15
PI Consulting Services Grand Total	\$	184,644.62
Page One Consulting Services Grand Total	\$	149,540.00
Contingency	\$	199,042.23
Project Grand Total	\$	1,850,000.00
PI Consulting %		11.2%
Page One %		9.1%
Total DBE %		20.2%

CEI Cost Compared to \$25,598,250.12 Eng Est	7.23%
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AS&H, Inc.

REFERENCE DOCUMENT	ITEM	PAGE	DESCRIPTION	QUANTITY	UNIT PRICE	COST	TAX 6.50%	SALVAGE % Value	TOTAL COST
OFFICE SET UP AND RENT (ALLOWANCE)									
Estimated	1	N/A	Mobilization, Office Setup, Moving Expenses	1	\$ 1,000.00	\$ 1,000.00			\$ 1,000.00
Per CFX	2	N/A	Monthly Office Rent	15	\$ 650.00	\$ 9,750.00	\$ 633.75		\$ 10,383.75
Per CFX	3	N/A	Office Tear-down at completion	1	\$ 2,900.00	\$ 2,900.00			\$ 2,900.00
Estimated	4	N/A	Electrical Service - Activation	1	\$ 50.00	\$ 50.00			\$ 50.00
Estimated	5	N/A	Water & Sewer Service - Activation	1	\$ 50.00	\$ 50.00			\$ 50.00
COM-1	6	3-23	Internet / Telephone Service - Install	1	\$ 199.00	\$ 199.00	\$ 12.94		\$ 211.94
JJ-1	7	3-12	Security System Installation	1	\$ 125.00	\$ 125.00	\$ 8.13		\$ 133.13
ST-1	8	3-81	Straight Desk	6	\$ 268.99	\$ 1,613.94	\$ 104.91		\$ 1,718.85
ST-1	9	3-80	Corner Desk	3	\$ 344.99	\$ 1,034.97	\$ 67.27		\$ 1,102.24
ST-1	10	3-80	Conference Table	1	\$ 705.99	\$ 705.99	\$ 45.89		\$ 751.88
ST-1	11	3-79	Book Shelves	5	\$ 109.99	\$ 549.95	\$ 35.75		\$ 585.70
ST-1	12	3-80	4 Drawer File Cabinet	3	\$ 196.99	\$ 590.97	\$ 38.41		\$ 629.38
ST-1	13	3-80	Chairs (pack of 4, 16 total chairs)	4	\$ 117.79	\$ 471.16	\$ 30.63		\$ 501.79
ST-1	14	3-80	Desk Chairs	9	\$ 86.59	\$ 779.31	\$ 50.66		\$ 829.97
ST-1	15	3-79	Supply Cabinet	1	\$ 159.99	\$ 159.99	\$ 10.40		\$ 170.39
ST-1	16	3-80	Folding Tables	3	\$ 99.99	\$ 299.97	\$ 19.50		\$ 319.47
ST-1	17	3-79	2 Drawer File Cabinet	6	\$ 149.99	\$ 899.94	\$ 58.50		\$ 958.44
KUA-1	18	3-49	Electrical Service - Monthly	15	\$ 217.18	\$ 3,257.70			\$ 3,257.70
KUA-1	19	3-49	Water & Sewer Service - Monthly	15	\$ 51.10	\$ 766.50			\$ 766.50
COM-1	20	3-23	Internet / Telephone Service - Monthly	15	\$ 142.85	\$ 2,142.75	\$ 139.28		\$ 2,282.03
G-1	21	3-41	Network Wiring / Installation	1	\$ 1,100.99	\$ 1,100.99	\$ 71.56		\$ 1,172.55
Total RS&H Allowance Expenses									\$ 29,775.71



REFERENCE DOCUMENT	ITEM	PAGE	DESCRIPTION	QUANTITY	UNIT PRICE	COST	TAX 6.50%	SALVAGE %	Value	TOTAL COST
OFFICE SUPPLIES (LUMP SUM)										
ST-1	22	3-77	Fire Extinguisher	2	\$ 61.99	\$ 123.98	\$ 8.06			\$ 132.04
ST-1	23	3-78	First Aid Kit	1	\$ 24.29	\$ 24.29	\$ 1.58			\$ 25.87
ST-1	24	3-79	Waste Basket - Small	8	\$ 9.29	\$ 74.32	\$ 4.83			\$ 79.15
ST-1	25	3-79	Garbage Can - Large	2	\$ 14.29	\$ 28.58	\$ 1.86			\$ 30.44
ST-1	26	3-81	Dry Erase Board	4	\$ 179.99	\$ 719.96	\$ 46.80			\$ 766.76
ST-1	27	3-78	Plunger	2	\$ 6.49	\$ 12.98	\$ 0.84			\$ 13.82
ST-1	28	3-78	Toilet Brush	2	\$ 8.79	\$ 17.58	\$ 1.14			\$ 18.72
Negotiated	29	N/A	Monthly Office Supplies	15	\$ 200.00	\$ 3,000.00	\$ 195.00			\$ 3,195.00
Subtotal										\$ 4,261.80
UTILITIES (LUMP SUM)										
JS-1	30	3-19	Janitorial Service	15	\$ 70.00	\$ 1,050.00				\$ 1,050.00
JJ-1	31	3-11	Security System Monitoring	15	\$ 39.95	\$ 599.25				\$ 599.25
Subtotal										\$ 1,649.25
ELECTRONIC EQUIPMENT AND SOFTWARE (LUMP SUM)										
ARC-1	32	3-36	Ricoh Copier - Includes paper and toner	15	\$ 353.65	\$ 5,304.75	\$ 344.81			\$ 5,649.56
ST-1	33	3-78	iPad	6	\$ 509.00	\$ 3,054.00	\$ 198.51	40.00%	\$ 305.40	\$ 1,951.51
ST-1	34	3-78	iPad Case w/Keyboard	6	\$ 99.99	\$ 599.94	\$ 39.00			\$ 638.94
CDW-1	35	3-18	Lenovo T440s w/ Docking Station	3	\$ 1,395.23	\$ 4,185.69	\$ 272.07	40.00%	\$ 837.14	\$ 2,674.66
CX-1	36	3-17	Cisco 7941 Desk VOIP Phones	5	\$ 119.00	\$ 595.00	\$ 38.68	40.00%	\$ 71.40	\$ 380.21
IS-2	37	3-15	Cisco ASA 5505 Firewall	1	\$ 523.90	\$ 523.90	\$ 34.05			\$ 557.95
BB-3	38	3-20	Microsoft Wireless Keyboard/Mouse	3	\$ 45.95	\$ 137.85	\$ 8.96			\$ 146.81
BB-3	39	3-20	Dell 19" Display Monitor	6	\$ 132.02	\$ 792.12	\$ 51.49	40.00%	\$ 79.21	\$ 506.15
BB-3	40	3-20	Surge Protectors - small	7	\$ 7.99	\$ 55.93	\$ 3.64			\$ 59.57
BB-3	41	3-20	Surge Protector w/ Battery Backup	1	\$ 159.99	\$ 159.99	\$ 10.40			\$ 170.39
CDW-2	42	3-10	File server computer	1	\$ 1,962.08	\$ 1,962.08	\$ 127.54	40.00%	\$ 1,177.25	\$ 1,253.77
BB-2	43	3-40	Olympus WS-821 Digital Voice Recorder	1	\$ 84.99	\$ 84.99	\$ 5.52			\$ 90.51
IS-1	44	3-13	Cisco Meraki MR 26 Wireless Access Point	1	\$ 681.38	\$ 681.38	\$ 44.29	40.00%	\$ 408.83	\$ 435.40
IS-1	45	3-13	Cisco Meraki Enterprise Cloud Controller	1	\$ 186.00	\$ 186.00	\$ 12.09	40.00%	\$ 111.60	\$ 118.85
Subtotal										\$ 14,634.28
FIELD EQUIPMENT, TOOLS, SUPPLIES (LUMP SUM)										
AS-1	46	3-37	Field Books	5	\$ 19.50	\$ 97.50	\$ 6.34			\$ 103.84
HD-1	47	3-46	Flashlights	6	\$ 29.88	\$ 179.28	\$ 11.65			\$ 190.93
ST-1	48	3-77	Hard Hats	6	\$ 26.19	\$ 157.14	\$ 10.21			\$ 167.35
ST-1	49	3-77	Vests	6	\$ 25.59	\$ 153.54	\$ 9.98			\$ 163.52
ST-1	50	3-77	Hearing Protection (box of 100 each)	1	\$ 18.29	\$ 18.29	\$ 1.19			\$ 19.48
ST-1	51	3-77	Safety Glasses	6	\$ 2.89	\$ 17.34	\$ 1.13			\$ 18.47
HD-1	52	3-46	Work Gloves	6	\$ 9.99	\$ 59.94	\$ 3.90			\$ 63.84
HD-1	53	3-46	Marking Spray Paint - case	6	\$ 80.28	\$ 481.68	\$ 31.31			\$ 512.99
BB-1	54	3-39	GPS - Handheld	1	\$ 538.51	\$ 538.51	\$ 35.00	40.00%	\$ 323.11	\$ 344.11
HD-1	55	3-46	Smart Level	2	\$ 129.70	\$ 259.40	\$ 16.86			\$ 276.26
HD-1	56	3-46	Measuring Tape - 30 FT	6	\$ 25.47	\$ 152.82	\$ 9.93			\$ 162.75
HD-1	57	3-45	Measuring Wheel	3	\$ 72.07	\$ 216.21	\$ 14.05			\$ 230.26
HD-1	58	3-45	Rain Gauge	1	\$ 19.98	\$ 19.98	\$ 1.30			\$ 21.28
HD-1	59	3-45	Shovel	3	\$ 14.97	\$ 44.91	\$ 2.92			\$ 47.83
Trox-1	60	3-88	Troxler Nuclear Gauge	1	\$ 7,609.32	\$ 7,609.32	\$ 494.61	75.00%	\$ 1,902.33	\$ 2,025.98
SC-1	61	3-76	Aluminum Straightedge 10 ft	1	\$ 184.88	\$ 184.88	\$ 12.02			\$ 196.90
AS-1	62	3-37	Asphalt Thermometer (box of 12)	1	\$ 456.36	\$ 456.36	\$ 29.66			\$ 486.02
HD-2	63	3-48	Digital Thermometer	6	\$ 39.97	\$ 239.82	\$ 15.59			\$ 255.41
AS-2	64	3-16	Sample Bags - 100 pack	1	\$ 76.00	\$ 76.00	\$ 4.94			\$ 80.94
BB-2	65	3-40	Sony Handycam CS405 Digital Video Camera	1	\$ 229.99	\$ 229.99	\$ 14.95	40.00%	\$ 137.99	\$ 146.96
Subtotal										\$ 5,515.12

Total RS&H Lump Sum Expenses \$ 26,060.45

Lease, License, & Insurance

Vehicle	Monthly		
	Lease	License	Insurance
Dodge Ram 1500 Crew Cab	\$ 558.00	\$5.51	\$ 124.67
Dodge Ram 1500 Quad Cab	\$ 558.00	\$5.51	\$ 124.67
Nissan Frontier	\$ 353.00	\$5.51	\$ 124.67

Operation and Maintenance (note, above lease amounts include maintenance)

Item	Cost/Mile	Assumption
Fuel (Dodge Ram)	\$ 0.1256	16 mpg with price of \$2.01 per gallon
Fuel (Nissan Frontier)	\$ 0.1058	19 mpg with price of \$2.01 per gallon
Service	\$ 0.0104	Service at 4,000 mile interval at cost of \$41.50
Tuneup	\$ 0.0104	at 60,000 intervals at a cost of \$625
Tires	\$ 0.0203	Replacement at 30,000 miles at a cost of \$609
Brakes	\$ 0.0050	Replace pads at 40,000 at a cost of \$199
Other	\$ 0.0100	Allow \$100 per 10,000 miles
Total (Dodge Ram)	\$ 0.1817	
Total (Nissan Frontier)	\$ 0.1619	

MPG from US Dept of Energy, Fuel price from AAA
MPG from US Dept of Energy, Fuel price from AAA

Dodge Ram 1500 Crew Cab		Monthly Mileage	Months	O&M	Lease	Lic & Ins	Cost
Resident Engineer	Bill Downey	500	7.2	\$ 654.12	\$ 4,017.60	\$ 937.30	\$ 5,609.02

Dodge Ram 1500 Quad Cab		Monthly Mileage	Months	O&M	Lease	Lic & Ins	Cost
Project Administrator	Arnaldo Larrazabal	1000	14.2	\$ 2,580.14	\$ 7,923.60	\$ 1,848.56	\$ 12,352.30
Senior Inspector	Ray Budd	1000	14.2	\$ 2,580.14	\$ 7,923.60	\$ 1,848.56	\$ 12,352.30
Senior Inspector	Sean Nazari	1000	14	\$ 2,543.80	\$ 7,812.00	\$ 1,822.52	\$ 12,178.32
Senior Inspector	Mike Sweinhagen	1000	10	\$ 1,817.00	\$ 5,580.00	\$ 1,301.80	\$ 8,698.80
							\$ 45,581.72

Nissan Frontier		Monthly Mileage	Months	O&M	Lease	Lic & Ins	Cost
Inspector	Criag Parris	1000	10	\$ 1,619.00	\$ 3,530.00	\$ 1,301.80	\$ 6,450.80

Vehicle Totals 69.6 \$ 11,794.20 \$ 36,786.80 \$ 9,060.54 \$ 57,641.54

VEHICLES, OPERATING COSTS, TOLLS, MOBILE COMMUNICATIONS (LIMITING AMOUNT)

Reference	Page	Description	Quantity	Unit Price	Total Cost	Sales Tax		Salvage	
						6.50%	%	Value	
		Vehicles (Lease, O&M, L&I)(See Above)	1	\$ 57,641.54	\$ 57,641.54				\$ 57,641.54
ST-1	3-77	Fire Extinguishers - Vehicle	6	\$ 61.99	\$ 371.94	\$ 24.18			\$ 396.12
ST-2	3-83	First Aid Kit - Vehicle	6	\$ 17.29	\$ 103.74	\$ 6.74			\$ 110.48
AW-1	3-38	Strobe Lights and Inverter (installed)	5	\$ 974.00	\$ 4,870.00	\$ 316.55	40%	\$584.40	\$ 3,111.93
AA-1	3-24	Truck Tool Boxes	5	\$ 251.99	\$ 1,259.95	\$ 81.90	40%	\$151.19	\$ 805.09
PF-1	3-50	Vehicle Signs	12	\$ 3.60	\$ 104.15	\$ 6.77			\$ 110.92
TC-1	3-85	Tolls (per Man Month)	69.6	\$ 157.92	\$ 10,991.23				\$ 10,991.23
ATT-1	3-97	Cell Phone Service	69.6	\$ 89.25	\$ 6,211.80	\$ 403.77			\$ 6,615.57
ATT-1	3-97	MiFi / Aircard Service - Sr Insp./Insp.	48.2	\$ 43.69	\$ 2,105.86	\$ 136.88			\$ 2,242.74

RS&H Total Vehicle and Mobile Communication Costs \$ 82,025.62

Billing Rate Formula = (total vehicle and mobile communication costs)/(total months * 165)

RS&H Vehicle and Mobile Communication Billing Rate per Hour \$ 7.14

Central Florida Expressway Authority
CEI Consultant Work and Fee Estimate
CFX Project No. 417-733
RS&H, Inc.

PI Consulting Services

REFERENCE DOCUMENT	ITEM	PAGE	DESCRIPTION	QUANTITY	UNIT PRICE	COST	TAX 6.50%	SALVAGE VALUE	%	TOTAL COST
ELECTRONIC EQUIPMENT AND SOFTWARE (LUMP SUM)										
PI-2	1	3-4	iPad	2	\$ 509.00	\$ 1,018.00	\$ 66.17	\$ 0.40	\$ 305.40	\$ 650.50
PI-2	2	3-4	iPad case	2	\$ 15.99	\$ 31.98	\$ 2.08			\$ 34.06
Subtotal										\$ 684.56

FIELD EQUIPMENT, TOOLS, SUPPLIES (LUMP SUM)										
AS-1	3	3-37	Field Books	2	\$ 19.50	\$ 39.00	\$ 2.54			\$ 41.54
HD-1	4	3-46	Flashlights	2	\$ 29.88	\$ 59.76	\$ 3.88			\$ 63.64
ST-1	5	3-77	Hard Hats	2	\$ 26.19	\$ 52.38	\$ 3.40			\$ 55.78
ST-1	6	3-77	Vests	2	\$ 25.59	\$ 51.18	\$ 3.33			\$ 54.51
ST-1	7	3-77	Hearing Protection - Box	1	\$ 18.29	\$ 18.29	\$ 1.19			\$ 19.48
ST-1	8	3-77	Safety Glasses	2	\$ 2.89	\$ 5.78	\$ 0.38			\$ 6.16
HD-1	9	3-46	Work Gloves	2	\$ 9.99	\$ 19.98	\$ 1.30			\$ 21.28
HD-1	10	3-46	Smart Level	1	\$ 129.70	\$ 129.70	\$ 8.43			\$ 138.13
HD-1	11	3-46	Measuring Tape - 30 FT	2	\$ 25.47	\$ 50.94	\$ 3.31			\$ 54.25
HD-1	12	3-45	Measuring Wheel	1	\$ 72.07	\$ 72.07	\$ 4.68			\$ 76.75
HD-1	13	3-45	Shovel	2	\$ 14.97	\$ 29.94	\$ 1.95			\$ 31.89
AS-1	14	3-37	Asphalt Thermometer (box of 12 / 6 = 2)	1	\$ 76.06	\$ 76.06	\$ 4.94			\$ 81.00
HD-2	15	3-48	Digital Thermometer	2	\$ 39.97	\$ 79.94	\$ 5.20			\$ 85.14
Subtotal										\$ 729.55

PI Limiting Amount Expenses **\$ 1,414.11**

Lease, License, & Insurance

Vehicle	Monthly		
	Lease	License	Insurance
Nissan Frontier	\$ 353.00	\$6.44	\$ 175.75

Operation and Maintenance (note, above lease amounts include maintenance)

Item	Cost/Mile	Assumption
Fuel (Nissan Frontier)	\$ 0.1058	19 mpg with price of \$2.01 per gallon
Service	\$ 0.0104	Service at 4,000 mile interval at cost of \$41.50
Tuneup	\$ 0.0104	at 60,000 intervals at a cost of \$625
Tires	\$ 0.0203	Replacement at 30,000 miles at a cost of \$609
Brakes	\$ 0.0050	Replace pads at 40,000 at a cost of \$199
Other	\$ 0.0100	Allow \$100 per 10,000 miles
Total	\$ 0.162	

MPG from US Dept of Energy, Fuel price from AAA

Nissan Frontier		Monthly Mileage	Months	O&M	Lease	Lic & Ins	Cost
Inspector	Kenneth Cordle	1000	14	\$ 2,266.60	\$ 4,942.00	\$2,550.66	\$ 9,759.26
Inspector	Billy Wallace Jr.	1000	4	\$ 647.60	\$ 1,412.00	\$728.76	\$ 2,788.36
Totals			18	\$ 2,914.20	\$ 6,354.00	\$3,279.42	\$ 12,547.62

VEHICLES, OPERATING COSTS, TOLLS, MOBILE COMMUNICATIONS (LIMITING AMOUNT)									
REFERENCE DOCUMENT	ITEM	PAGE	DESCRIPTION	QUANTITY	UNIT PRICE	COST	TAX 6.50%	SALVAGE VALUE	TOTAL COST
			Vehicles (Lease, O&M, L&I)(See Above)	1	\$ 12,547.62	\$ 12,547.62			\$ 12,547.62
ST-1	16	3-77	Fire Extinguisher	2	\$ 61.99	\$ 123.98	\$ 8.06		\$ 132.04
ST-2	17	3-83	First Aid Kit	2	\$ 17.29	\$ 34.58	\$ 2.25		\$ 36.83
PF-1	18	3-50	Vehicle Signs	2	\$ 3.60	\$ 68.15	\$ 4.43		\$ 72.58
TC-1	19	3-85	Tolls	18	\$ 157.92	\$ 2,842.56	\$ 184.77		\$ 3,027.33
PI-1	20	3-2	Cell Phone Service and Hotspot	18	\$ 75.00	\$ 1,350.00	\$ 87.75		\$ 1,437.75
PI Total Vehicle and Mobile Communication Costs									\$ 17,254.15

Billing Rate Formula = (total vehicle and mobile communication costs)/(total months * 165)

PI Vehicle and Mobile Communication Billing Rate per Hour **\$ 5.81**

Page One Consulting Services

REFERENCE DOCUMENT	ITEM	PAGE	DESCRIPTION	QUANTITY	UNIT PRICE	COST	TAX 6.50%	SALVAGE VALUE	%	TOTAL COST
LAB TESTING SERVICES (ALLOWANCE)										
P1-1	1	3-8	FM1-T267 Organic Content (sod/perf turf)	12	\$ 40.00	\$ 480.00				\$ 480.00
P1-1	2	3-8	pH Testing (sod/performance turf)	12	\$ 35.00	\$ 420.00				\$ 420.00
P1-1	3	3-8	Modified Proctors	2	\$ 100.00	\$ 200.00				\$ 200.00
P1-1	4	3-8	FM 5-515 Limerock Bearing Ratio	2	\$ 300.00	\$ 600.00				\$ 600.00

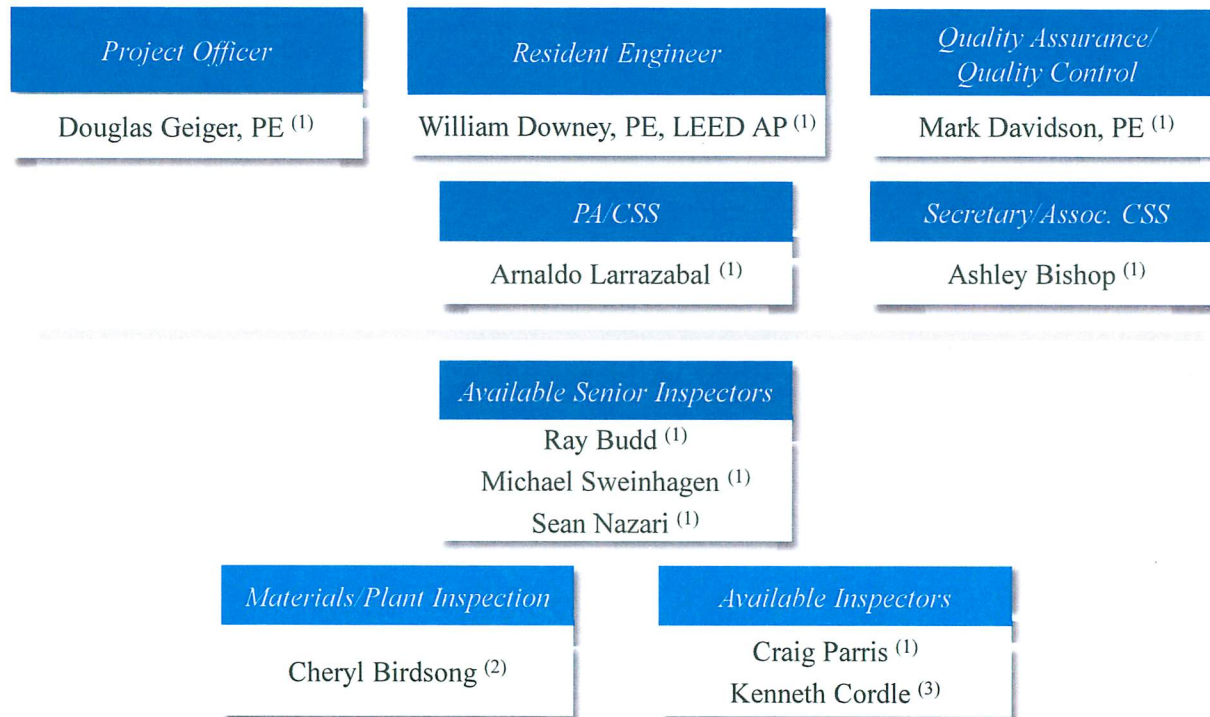
PAGE ONE ALLOWANCE EXPENSES \$ 1,700.00

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

ORGANIZATION CHART

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Legend

RS&H, Inc. ⁽¹⁾

Page One Consultants, Inc. (DBE) ⁽²⁾

PI Consulting Services, LLC ⁽³⁾