


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement 

DATE: July 19, 2016

RE: Approval of Contract Renewal with
Stantec Consulting Services, Inc., for Construction Management Consultant
Services
Contract No. 001033

Board approval is requested for the first renewal of the referenced contract with Stantec Consulting Services, Inc., in the amount of \$1,500,000.00 for a one year period beginning October 14, 2016 and ending on October 13, 2017. The original contract was two years with three one-year renewals.

Original Contract Amount	\$3,000,000.00
First Renewal	<u>\$1,500,000.00</u>
Total	\$4,500,000.00

The services to be provided by Stantec Consulting Services, Inc. under this renewal include furnishing Construction Management Consultant services as required by CFX.

Reviewed by: 
 Rep Dreiling
Director of Construction

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001033**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of August, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Stantec Consulting Services, Inc., herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated July 10, 2014, with a Notice to Proceed date of October 14, 2014, whereby CFX retained the Consultant to furnish Construction Management Consultant (CMC) Services required by CFX; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 14th day of October, 2016 and ending the 13th day of October, 2017 at the cost of \$1,500,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending October 13, 2016, the Consultant shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending October 13, 2016.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

CONSULTANT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
STANTEC CONSULTING SERVICES, INC.**

**CONSTRUCTION MANAGEMENT CONSULTANT
SERVICES
CONTRACT NO. 001033**

**CONTRACT DATE: JULY 10, 2014
CONTRACT AMOUNT: \$3,000,000.00**

**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

CONSTRUCTION MANAGEMENT CONSULTANT SERVICES

CONTRACT NO. 001033

SEPTEMBER 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 CONSTRUCTION MANAGEMENT CONSULTANT SERVICES
CONTRACT NO. 001033**

THIS AGREEMENT, made and entered into this 10th day of July, 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 STANTEC CONSULTING SERVICES, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 11315 Corporate Boulevard, Suite 105, Orlando, Florida 32817.

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 furnish Construction Management Consultant (CMC) services required by the AUTHORITY. The AUTHORITY has a core staff of CEI management personnel and is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis. Support personnel required by the AUTHORITY may include, but are not necessarily limited to, Project Administrator, Contract Support Specialist, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector.

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.

The AUTHORITY's Director of Construction and Maintenance or his authorized designee 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 Director of Construction and Maintenance and the CONSULTANT shall comply with all of the directives of the Director of Construction and Maintenance 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 and Maintenance.

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a two (2) year term from the date of the Notice to Proceed. Renewal of this Agreement for up to ^{three} ~~two~~ one-year renewals periods may be exercised by the AUTHORITY at its sole discretion. Renewals 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 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 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 without the written consent of the AUTHORITY. It is understood and agreed that the AUTHORITY will not permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

5.0 SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not 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 Agreement 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 Agreement, 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 Agreement 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 includes providing CEI services for a variety of AUTHORITY projects including, but not necessarily limited to, roadway and bridge construction, landscaping construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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.

The CONSULTANT may be liable for AUTHORITY costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished 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 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 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 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 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.

10.0 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", 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 the AUTHORITY.

The ownership of all engineering 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 tracings, plans, specifications, maps, and data 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 6.0 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 Director of Construction and Maintenance.

11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction and Maintenance 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 Maintenance and the CONSULTANT that cannot be resolved shall be referred to the AUTHORITY's Executive 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.

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 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.

13.0 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 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.

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, 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.

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 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.

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 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.

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 Commercial General Liability 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 the AUTHORITY 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 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.

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.

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 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 such data or information is the property of the AUTHORITY.

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 the AUTHORITY'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 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.

19.0 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 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 the AUTHORITY 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 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.

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 the AUTHORITY have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This contract was awarded by the Authority's Board of Directors at its meeting on July 10, 2014.

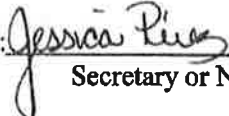
STANTEC CONSULTING SERVICES, INC.

BY: 
Authorized Signature

Title: VICE-PRESIDENT

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Director of Procurement

ATTEST:  (Seal)
Secretary or Notary



Approved as to form and execution, only.

General Counsel for the AUTHORITY



EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES
CONSTRUCTION MANAGEMENT CONSULTANT
CONTRACT NO. 001033

1.0 PURPOSE

This Scope of Services describes and defines the services which shall be provided by the Construction Management Consultant (CMC) in connection with the construction of various projects for the Central Florida Expressway Authority (the Authority).

2.0 OVERVIEW OF SCOPE OF SERVICES

- 2.1 The CMC shall provide a resource pool of technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under the Contract are effectively and efficiently carried out. Services to be provided by the CMC include, but are not necessarily limited to, construction program management and independent oversight of construction process and the construction engineering and inspection consultants (CEI) hired by the Authority.
- 2.2 The Authority will request CMC services on an as-needed basis. Services to be provided will be initiated and completed as directed by the Authority's Director of Construction and Maintenance. 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 CMC 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.
- 2.3 The Authority may, at its discretion, provide the CMC with a description of roadway and bridge construction projects the Authority intends to assign to the CMC on a recurring 12 month period following the commencement of this Contract. Based on the number of projects assigned and the level of service required, the CMC shall prepare and submit to the Director of Construction and Maintenance a budget for the year including a staffing plan (by classification), man-hour estimate and price proposal for labor (using approved hourly rates) and expenses. Once negotiations have been completed and a budget amount is agreed upon for the year, a "Letter of Authorization" will be issued by the Director of Construction and Maintenance specifying the staffing levels, projects to be assigned and the agreed budget amount. This process will be followed each year thereafter, during the term of the Agreement including options.

No work shall commence by the CMC on a project until the CMC has received a letter of authorization from the Authority and has accepted in writing said authorization.

- 2.4 All communication and correspondence between the Construction Contractor and the Authority, the GEC, the CMC, or the Engineer of Record shall be through the CEI.

3.0 DEFINITIONS

Wherever used in this Scope of Services or in the other contract documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 3.1 **Authority** - The Central Florida Expressway Authority.
- 3.2 **Claim** - A request for adjustment in Contract time or price, change order requests, proposal requests open to challenge and a matter in dispute.
- 3.3 **Construction Contract** - The construction work awarded under separate contract by the Authority to a contracting firm or firms.
- 3.4 **Construction Contractor** - The construction firm awarded a contract to do the construction work constituting a project.
- 3.5 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by the Authority to observe the progress and quality of the Work being performed by the Construction Contractor. The CMC is tasked with oversight of the services provided by the CEI. The CMC may be tasked with providing management and guidance of the CEI Consultant.
- 3.6 **Construction Management Consultant (CMC)** - The firm with whom the Authority has entered into the Contract to provide Construction Management services.
- 3.7 **Contract (Agreement)** - The written agreement between the Authority and the CMC setting forth the obligations of the parties thereto.
- 3.8 **Contract Documents** - The Agreement with attachments and any Supplemental Agreements required to complete the Services.
- 3.9 **Director of Construction and Maintenance** - Director of Construction and Maintenance employed by the Central Florida Expressway Authority, acting directly or through an authorized representative.

3.10 **Dispute** - A claim that cannot be resolved by the parties to the Contract without the intervention of an independent third party.

3.11 **Engineer of Record** - The professional engineer or engineering firm, contracted with by the Authority and registered in the State of Florida, who develops criteria and concept for the project, performs the analysis and is responsible for the preparation of the plans and specifications.

3.12 **General Engineering Consultant (GEC)** - The engineering firm under contract to the Authority to provide general engineering services for the Authority.

3.13 **FDOT** - State of Florida Department of Transportation

3.14 **Plans** - The drawings which show the scope, extent, and character of the work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

3.15 **Quality Assurance** - The procedures and process for evaluating the performance and effectiveness of Quality Control, with the mutual goal of guarding against defects and deficiencies before and during the execution of the work. It includes submittals, testing, certifications, documentation and other actions to verify that the proposed products and services will meet the Contract requirements.

3.16 **Quality Control** - The procedures for evaluating completed activities and elements scheduled for incorporation into the work for conformance with Contract requirements. Procedures include testing and inspection required by the Contract and or outlined in the Quality Control Plan.

3.17 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, and Special Provisions of the Authority; the FDOT Standard Specifications for Road and Bridge Construction, project specified edition, as may be amended by the Authority.

3.18 **State** - State of Florida

3.19 **Supplemental Agreement** - A written agreement between the Authority and the CMC modifying the Contract.

4.0 CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANTS

4.1 The CMC shall be responsible for independent verification oversight of services provided by the CEI(s) under contract to the Authority to observe and inspect the progress, quality control and quality assurance of the Work being performed by the Construction Contractor.

- 4.2 The CMC shall provide qualified technical and administrative personnel in appropriate numbers to verify that all construction engineering, verification testing and contract administration activities performed by the CEI are in accordance with the guides, standards, procedures and directives that are a part of the Contract and generally accepted best management practices. The CMC shall be totally familiar with Authority and Florida Department of Transportation standard procedures and practices for construction engineering and inspection.

5.0 CONSTRUCTION CONTRACT ADMINISTRATION

- 5.1 The CMC shall further the development of the Authority's Construction Contract Administration Procedures Guide for use and implementation by each CEI which addresses: documentation and monitoring of construction activities that assures the Authority the provisions of the Construction Contract(s) are being reasonably fulfilled; continuity of involvement of the Authority's GEC and Engineer of Record in submittal reviews, document interpretations, and construction observations to verify that the requirements of the Construction Contract are being reasonably met; a structure for the Construction Contractor to organize project procedures and ensure a common understanding of the lines of communication among all participants; claims/disputes identification, notification, documentation and resolution. The reporting relationships and responsibilities of the Authority, the GEC, the Engineer of Record, the CEI, the CMC, and the Construction Contractor shall be clearly identified in the Guide.
- 5.2 The procedure shall be further developed and implemented through the use of a Construction Contract Administration Procedures Guide which shall include, as a minimum, the following sections:

Communications between Construction Contractor and Authority, GEC, Engineer of Record, CEI and CMC.

Document control including filing system and appropriate forms.

Meeting templates including preconstruction conferences, progress meetings, pre-installation conferences, and closeout conferences.

Submittals including logs and files, submittal processing, preconstruction submittals, construction submittals, and construction closeout submittals.

CEI procedures and reporting.

Construction document interpretations and modifications.

Owner-furnished materials procedures.

Claims and disputes (with Disputes Resolution Board Process)

Measurement and payment including schedule of values, progress payments and liquidated damages.

Independent assurance/quality assurance/quality control.

Project closeout.

Post-construction activities.

Feedback system.

- 5.3 The CMC shall further the development of the Emergency Response Manual for use and implementation by each CEI reporting to the Authority. The manual shall provide procedures for situational analysis, mobilizing personnel and equipment, information to the public, taking protective action, assessing damage, record keeping, planning recovery/restoration, and coordinating emergency response activities. A draft of the updated manual shall be submitted to the Authority within 75 days after the date of the Notice to Proceed. The Authority will review and comment on the guide and if within 15 days after receipt of the draft from the CMC, provides any comments. The CMC shall make revisions based on the Authority's comments and shall submit a final manual within 10 days after receipt of the Authority's review comments. If no comments are made by the Authority within 15 days, the Manual shall be considered final and distributed to all CEI consultants.

6.0 GEOTECHNICAL SERVICES

- 6.1 Geotechnical Engineering and Construction Materials Testing services will be provided by the Authority under separate contract(s). The Authority's geotechnical consultant, under the direction of the CMC, will perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated into the project are in conformity with the plans, specifications and contract provisions. The CMC shall verify that the minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variations are met.

6.2 The CMC shall verify that documentation reports on sampling and testing have been submitted by the CEI to responsible parties during the same week that the construction work is done or as otherwise directed by the CMC.

6.3 The CMC shall verify the CEI is providing appropriate surveillance of the Construction Contractor's Quality Control activities at the project site in regard to concrete and is performing verification sampling at the specified frequency.

7.0 COST ESTIMATES AND SCHEDULING

7.1 The CEI will be responsible to review, evaluate, and make recommendations to the Authority on cost estimate information associated with claims, proposal requests, schedule of values, payment requests, change orders, allowance distribution, stored materials, reduction or release of retainage, final payment, payment of Construction Contractor debts and claims. The CMC shall disseminate the information and make final recommendations to the Authority.

7.2 The CEI will be responsible to review and evaluate Construction Contractor progress schedules and submittal schedules (shop drawings, coordination drawings, product data, samples, QA/QC) to determine whether the schedules meet specified construction contract time requirements, and if sufficient time has been allowed for submittal processing. The CMC shall review all CEI evaluations.

8.0 UTILITY/ENVIRONMENTAL COORDINATION

8.1 The CEI will be responsible to coordinate activities between affected utilities and the Construction Contractors. The CMC shall act as facilitator and expeditor between environmental permitting agencies and the Authority, the GEC, the Engineer of Record, and the Construction Contractors.

8.2 The CEI will be responsible to coordinate utility relocation construction including, but not limited to: scheduling and conducting preconstruction meetings; monitoring relocations; inspecting relocation construction work performed by utility contractors when such relocation is covered by reimbursement agreements with the Authority. The CMC shall provide oversight and recommendations to the CEI.

- 8.3 The CMC shall provide support to the CEI for the investigation, handling and disposal of hazardous materials.

9.0 CLAIMS/DISPUTES EVALUATION AND RESOLUTION

It is the Authority's objective to avoid having the uncertainties of unresolved questions, issues, or claims or disputes adversely affect the Construction Contractor's planning, scheduling, and performance of the Work on a project. With that objective in mind, the CMC shall verify that all CEIs are familiar with the Authority's Claims/Disputes Resolution Procedure included in the Contract for individual projects. The CMC shall participate as and when requested by the Authority in the Disputes Resolution Process and in any arbitration proceedings arising from unresolved disputes.

10.0 INDEPENDENT ASSURANCE OF QUALITY CONTROL REQUIREMENTS

- 10.1 The quality of workmanship required for each construction project is established in the construction contract documents. Construction specifications define the qualitative requirements for products, materials and workmanship upon which the construction contract is based. Tolerances are specified for certain construction items. In the absence of a specified tolerance, industry standards should be used.
- 10.2 The CEI will be responsible to develop, prepare and implement a process to review, evaluate and enforce the qualitative requirements of the construction specifications. The intent and goal of the process will be to assure that defects are avoided from the beginning of the work.
- 10.3 The CMC shall provide independent assurance to the Authority that the CEI's process to review and evaluate qualitative requirements established by the construction specifications is being applied consistent with good engineering practices and that enforcement measures, if required, are sufficient to assure compliance by the Construction Contractor.

11.0 SURVEY

The CMC, if requested, shall perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the Construction Contractor's survey layout work.

12.0 PLANS REVIEWS

- 12.1 At the 100% and bid design phases of roadway and bridge construction projects, the CMC shall perform constructability review of plans and provide suggestions/recommendations regarding the need/desirability for

owner-furnished materials, pay item descriptions and limits, specification refinements, maintenance of traffic options, etc.

- 12.2 During construction, the CEI will be responsible to review construction phasing, maintenance of traffic, detour sequencing, equipment clearances, appropriate dimensions and tolerances. The CMC shall evaluate the CEI's review comments and make suggested changes/revisions if appropriate.

13.0 CMC'S OFFICE AND EQUIPMENT

- 13.1 The CMC shall establish a central office for core staff and administration personnel within the Authority's Headquarters building. The Authority will provide office space to the CMC including desks, chairs, tables, bookcases, file cabinets, calculators, personal computers with software and printers, telephones, copy machines, fax machine and electronic equipment. The CMC shall execute a Zero Dollar Lease with the Authority covering the office space to be provided.
- 13.2 Individual field offices for the CEI's resident engineers and staff will be established by the CEI based on the Construction Contract Administration Procedure Guide.
- 13.3 Expenses for operation of the CMC's office such as stamps, postal costs, permits, inspections, survey books, etc., will be the responsibility of the CMC.
- 13.4 The CMC shall furnish equipment including vehicles, tools, cell phones, etc., to carry out its responsibilities as required by this Scope of Services.
- 13.5 All equipment and supplies mentioned herein and other articles of the Contract furnished by the CMC shall remain the property of the CMC.
- 13.6 The CMC shall retain responsibility for risk of loss or damage to its office content, furnishings and equipment during performance of the Contract.

14.0 OTHER SERVICES

- 14.1 The CMC shall, upon written authorization by the Authority, perform any additional services not otherwise identified in the Contract as may be required by the Authority in connection with the project. The following items are not included as part of the Contract, but may be required to supplement the CMC's services under the Contract.

- 14.1.1 The CMC shall, upon review, approval and written authorization by the Authority, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- 14.1.2 The CMC shall, upon written request by the Authority, assist in preparing for Dispute Resolution Board meetings, arbitration hearings or litigation that occur during the term of the Contract in connection with the projects covered by the Contract.
- 14.1.3 The CMC shall, upon written request by the Authority, provide qualified engineers, architects, technicians and other personnel, as required, to serve as witnesses, provide exhibits and otherwise assist the Authority in any litigation or arbitration hearings in connection with the project contracts.
- 14.1.4 The CMC shall, upon written request by the Authority, provide off-site inspection services.

15.0 POST CONSTRUCTION CLAIMS REVIEW

In the event a Construction Contractor for a project submits a claim for additional compensation and/or time after the CMC has completed its work under the Contract, the CMC shall, at the written request from the Authority, analyze the claim, prepare a recommendation to the Authority covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim.

16.0 TERM OF CONTRACT

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction and Maintenance. The Contract term will be two (2) years from the date established in the notice with options to extend the Contract for two 1 year periods. Exercise of the options may be made at the discretion and election of the Authority by the Authority providing written notice of its exercise to the CMC at least 90 days prior to the expiration of the initial two year Contract Term and the first option period if applicable. If the CMC can reasonably demonstrate that its costs of Contract performance have materially increased such that the Authority's unilateral exercise of the option would be inequitable, the CMC may refuse the Authority's exercise of the option. Such refusal must be communicated to the Authority in writing within 30 days from the date the CMC receives the Authority's notice of intent to exercise the option. The CMC shall provide to the Authority within that same 30 day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the CMC may propose revisions to the terms and conditions of

the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the CMC are agreed to by the Authority, such revisions will be incorporated in a Supplemental Agreement to the Contract. If the Authority does not agree to the CMC's proposed revisions, the Authority will not exercise the option to extend the Contract.

END OF SCOPE OF SERVICES

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

Central Florida Expressway Authority
CONSTRUCTION MANAGEMENT CONSULTANT (CMC)
Contract No. 001033

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, the AUTHORITY will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$3,000,000.00. 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. The amounts for the Consultant is as follows:

	\$2,087,235.48
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- Fixed Fee/Operating Margin.(Field Services)

(Limiting Amount)	\$250,468.26

- Direct Project Expenses (As Identified)

Miscellaneous Mobilization Expenses (Lump Sum paid on first invoice)	\$3,332.53
Vehicles, Operating Costs, Tolls and Mobile Communications (Limiting Amount) (Billed Hourly for each vehicle-phone combination up to a max. 160 hrs. per month of vehicle presence on the jobsite.)	\$141,092.44
\$6.64/hr Program Manager	
\$7.88/hr Program Administrator	
\$7.06/hr Program Support Specialist	
\$7.06/hr Senior IA Inspector	

Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established; no escalation of salaries has been included; and that bids have not yet been received that establish the value of construction, and therefore have included a contingency to be expended at the sole discretion and prior authorization of the Authority

Contingency (Allowance)	\$517,871.29
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2.2 DETAILS OF COMPENSATION

LUMP SUM AMOUNTS

Miscellaneous Mobilization Expenses (Lump Sum)

The CONSULTANT will receive the total lump sum payment for Miscellaneous Mobilization Expenses during the first billing cycle.

LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, the AUTHORITY 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 the Authority.

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. The AUTHORITY requires that project hours worked by the Resident Engineer, Project Engineer, and Engineer of Administrative Services be worked during normal business hours, i.e., between 7:00 am and 6:00 pm Monday through Friday. AUTHORITY 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 the AUTHORITY to work outside of normal business hours.

Straight overtime cost is the portion of overtime compensation paid to an employee at the regular hourly rate. There is no Premium overtime allowed on this contract. Straight overtime may be authorized at the discretion of the Director of Construction and Maintenance and then only in writing.

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.

Operating Margin (Limiting Amount)

The CONSULTANT will receive progress payments based on a percentage of 12% of the Salary Related Costs

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 the AUTHORITY. The CONSULTANT will maintain for this purpose a job cost accounting system that is acceptable to the AUTHORITY. If required by the AUTHORITY, 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 the Authority, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, the Authority 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, renegotiation of that rate may occur if both parties agree to do so.

END OF SECTION

EXHIBIT C

DETAILS OF COST AND FEES

Exhibit C
Details of Cost and Fees
SUMMARY FEE SCHEDULE
STANTEC CONSULTING SERVICES, INC.

X CMC 2 Yr. Contract (2014_2016)

September 17, 2014

CLASSIFICATION	Personnel	MAN MONTHS		MANHOURS		BUDGETED HOURLY RATE		SALARY COSTS	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
CMC Program Director	Pellarin	6.00	6.00	990.00	990.00	\$71.49	\$74.35	\$70,775.10	\$73,606.50
Program Administrator	Schawe	12.00	12.00	1980.00	1980.00	\$46.20	\$48.05	\$91,476.00	\$95,139.00
Program Support Specialist / Senior IA Inspector	Alford	12.00	12.00	1980.00	1980.00	\$45.80	\$47.63	\$90,684.00	\$94,307.40
Senior IA Inspector	Eaton	12.00	12.00	1980.00	1980.00	\$32.37	\$33.66	\$64,092.60	\$66,646.80
Contract Support Specialist	Crews	12.00	12.00	1980.00	1980.00	\$40.00	\$41.60	\$79,200.00	\$82,368.00
Senior IA Inspector	TBD	7.00	8.00	1155.00	1320.00	\$32.00	\$33.28	\$36,960.00	\$43,929.60
Senior IA Inspector	TBD	4.00	7.00	660.00	1155.00	\$32.00	\$33.28	\$21,120.00	\$38,438.40
		65.00	69.00	10725.00	11385.00			<u>Year 1&2 Summary</u>	
DIRECT LABOR AND EXPENSE COSTS								\$948,743.40	
(2) OVERHEAD & FRINGE @133.11%								\$1,138,492.08	
								\$2,087,235.48	
(4) FIXED FEE (12% LUMP SUM) OF BURDENED LABOR								\$250,468.26	
								\$2,337,703.74	
(6) FCCM (.285% OF DIRECT LABOR)								\$0.00	
								\$2,337,703.74	
(8) TOTAL MONTHLY CONSUMABLE EXPENSE COSTS								\$141,092.44	
								\$3,332.53	
(10) SUBTOTAL - EXPENSE COSTS								\$144,424.97	
(12) CONTINGENCY								\$512,871.29	
(12) TOTAL CONTRACT AMOUNT								\$2,995,000.00	

Exhibit C

Details of Cost and Fees

(8) TOTAL MONTHLY CONSUMABLE EXPENSE COSTS STANTEC CONSULTING SERVICES, INC.

CFX CMC 2 Yr. Contract (2014_2016)

September 17, 2014

All prices contained in this sheet are per the 2/18/2014 Vehicle Expense Allowance Guidelines contained in the 3/6/2014 FDOT Negotiation Handbook.

VEHICLES

Title	Months	Unit Price	Totals
CMC Program Director	12.0	\$558.00	\$6,696.00
Program Administrator	24.0	\$558.00	\$13,392.00
Program Support Specialist / Senior IA Inspector	24.0	\$381.00	\$9,144.00
Senior IA Inspector	24.0	\$381.00	\$9,144.00
Senior IA Inspector	15.0	\$381.00	\$5,715.00
Senior IA Inspector	11.0	\$381.00	\$4,191.00
Total Months	110.00	Subtotal	\$48,282.00
Total Vehicle Costs			\$48,282.00

VEHICLE OPERATING EXPENSES

Insurance @ \$175.75/month x 110 months			\$19,332.50
License & Tags @ \$6.44/month x 110 months			\$708.40
Tolls @ 22 days/month @ \$10 day x 88 months			\$21,560.00
Tolls @ 10 days/month @ \$10 day x 12 months (CMC Director)			\$1,200.00
Subtotal -			\$42,800.90
Mileage Calculations			
Title		Monthly Operating Expense	Prorated Months Mileage Expense
CMC Program Director	800 miles/Month	\$ 174.16	12.0 \$2,089.92
Program Administrator	1200 miles/Month	\$ 261.24	24.0 \$6,269.76
Program Support Specialist / Senior IA Inspector	1200 miles/Month	\$ 261.24	24.0 \$6,269.76
Senior IA Inspector	1200 miles/Month	\$ 261.24	24.0 \$6,269.76
Senior IA Inspector	1200 miles/Month	\$ 261.24	15.0 \$3,918.60
Senior IA Inspector	1200 miles/Month	\$ 261.24	11.0 \$2,873.64
Subtotal -			\$27,691.44
Subtotal -			\$70,492.34

Standard Mileage Rate

Contract Support Specialist			
Mileage for Office Visits	250 miles/month	0.56	24.00 \$3,360.00
Tolls associated with office visits	\$100 per month		24.00 \$2,400.00
Contract Support Specialist Operating Expenses -			\$5,760.00

Total Vehicle Operating Expenses \$76,252.34

MOBILE PHONES AND AIR CARD

Title	Months	Unit Price	Totals
CMC Program Director	12.0	\$68.89	\$826.68
Program Administrator	24.0	\$68.89	\$1,653.36
Program Support Specialist / Senior IA Inspector	24.0	\$109.47	\$2,627.28
Senior IA Inspector	24.0	\$109.47	\$2,627.28
Senior IA Inspector	15.0	\$109.47	\$1,642.05
Senior IA Inspector	11.0	\$109.47	\$1,204.17
Contract Support Specialist	24.0	\$109.47	\$2,627.28
Total Months	134.00	Subtotal	\$13,208.10

Total Mobile and Air Card Expenses \$13,208.10

	Months	Unit Price	Total
Office Supplies - All	134.00	\$25.00	\$3,350.00
Subtotal			\$3,350.00

Total Monthly Expenses - \$141,092.44

Hourly Rate Conversion for Project Expenses
STANTEC CONSULTING SERVICES, INC.

CFX CMC 2 Yr. Contract (2014_2016)

September 17, 2014

Expense Item	CMC Program Director	Program Administrator	Program Support Specialist / Senior IA Inspector	Senior IA Inspector	Senior IA Inspector	Senior IA Inspector	Contract Support Specialist
FDOT Vehicle Rate - See FDOT Negotiations Handbook	\$ 558.00	\$ 558.00	\$ 381.00	\$ 381.00	\$ 381.00	\$ 381.00	\$ -
FDOT Insurance @ \$175.75 per month per vehicle	\$ 175.75	\$ 175.75	\$ 175.75	\$ 175.75	\$ 175.75	\$ 175.75	\$ -
FDOT Licenses and Tags @ \$6.44 per month per vehicle	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ -
CFX Tolls @ 22 days - \$10.00 per day per vehicle	\$ 100.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 100.00
FDOT Mileage @ .2177 per mile - 1,200 miles per month per vehicle	\$ 174.16	\$ 261.24	\$ 261.24	\$ 261.24	\$ 261.24	\$ 261.24	\$ 140.00
Office Supplies	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Mobile Phone	\$ 68.89	\$ 68.89	\$ 68.89	\$ 68.89	\$ 68.89	\$ 68.89	\$ 68.89
Air Card	\$ -	\$ -	\$ 40.58	\$ 40.58	\$ 40.58	\$ 40.58	\$ 40.58
Total Monthly Expenses per Position	\$ 1,108.24	\$ 1,315.32	\$ 1,178.90	\$ 1,178.90	\$ 1,178.90	\$ 1,178.90	\$ 374.47
Hourly Expenses (divided by 167 hrs/mo.)	\$ 6.64	\$ 7.88	\$ 7.06	\$ 7.06	\$ 7.06	\$ 7.06	\$ 2.24

Exhibit C
Details of Cost and Fees

Exhibit C
Details of Cost and Fees

Miscellaneous Mobilization and Monthly Expenses

STANTEC

CFX CMC 2 Yr. Contract (2014_2016)

Equipment	Mobilization Expenses			Remarks
	Equip. Cost/Retail	Quantity	Equip. Cost/STN	Total
<u>Electronic</u>				
I Phone - 5S	\$ 199.99	5.0	\$ 199.99	\$ 999.95
Otterbox	\$ 55.00	5.0	\$ 35.00	\$ 175.00
Digital Cameras - See Quote	\$ 352.79	2.0	\$ 352.79	\$ 705.58
<u>Specialty/Safety Equipment</u>				
Safety Harness With Lanyard	\$ 174.00	2.0	\$ 174.00	\$ 348.00
48" Smartlevel	\$ 130.00	2.0	\$ 130.00	\$ 260.00
Safety Warning Devices	\$ 30.00	4.0	\$ 30.00	\$ 120.00
Tape Measures	\$ 10.00	4.0	\$ 10.00	\$ 40.00
6' Folding Tape Measure	\$ 15.00	4.0	\$ 15.00	\$ 60.00
First Aid Kit	\$ 8.00	4.0	\$ 8.00	\$ 32.00
Fire Extinguisher	\$ 25.00	4.0	\$ 25.00	\$ 100.00
Flashlight	\$ 6.00	4.0	\$ 6.00	\$ 24.00
Blanket	\$ 12.00	4.0	\$ 12.00	\$ 48.00
Hard Hats	\$ 10.00	4.0	\$ 10.00	\$ 40.00
Safety Vest	\$ 12.00	4.0	\$ 12.00	\$ 48.00
Basic Tool Kit	\$ 58.00	4.0	\$ 58.00	\$ 232.00
Jumper Cables	\$ 25.00	4.0	\$ 25.00	\$ 100.00
Total Mobilization Cost -				\$ 3,332.53

Exhibit C
Details of Cost and Fees



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.
SECRETARY**

July 7, 2014

Roberto Carballo, Vice President
STANTEC CONSULTING SERVICES, INC.
901 Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134

Dear Mr. Carballo:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
 - 4.2.1 - Major Bridge Design - Concrete
 - 4.2.2 - Major Bridge Design - Steel
 - 4.2.3 - Major Bridge Design - Segmental
- Group 5 - Bridge Inspection
 - 5.1 - Conventional Bridge Inspection
 - 5.2 - Movable Bridge Inspection
 - 5.3 - Complex Bridge Inspection
 - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.2 - Intelligent Transportation Systems Implementation
 - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization

Exhibit C
Details of Cost and Fees

- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping
- Group 9 - Soil Exploration, Material Testing and Foundations
 - 9.1 - Soil Exploration
 - 9.4.1 - Standard Foundation Studies
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
- Group 14 - Architect
- Group 15 - Landscape Architect

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium Excluded	Direct Expense
Indirect Cost	175.19%	133.11%	0.285%		18.91% (Home) 11.21 (Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



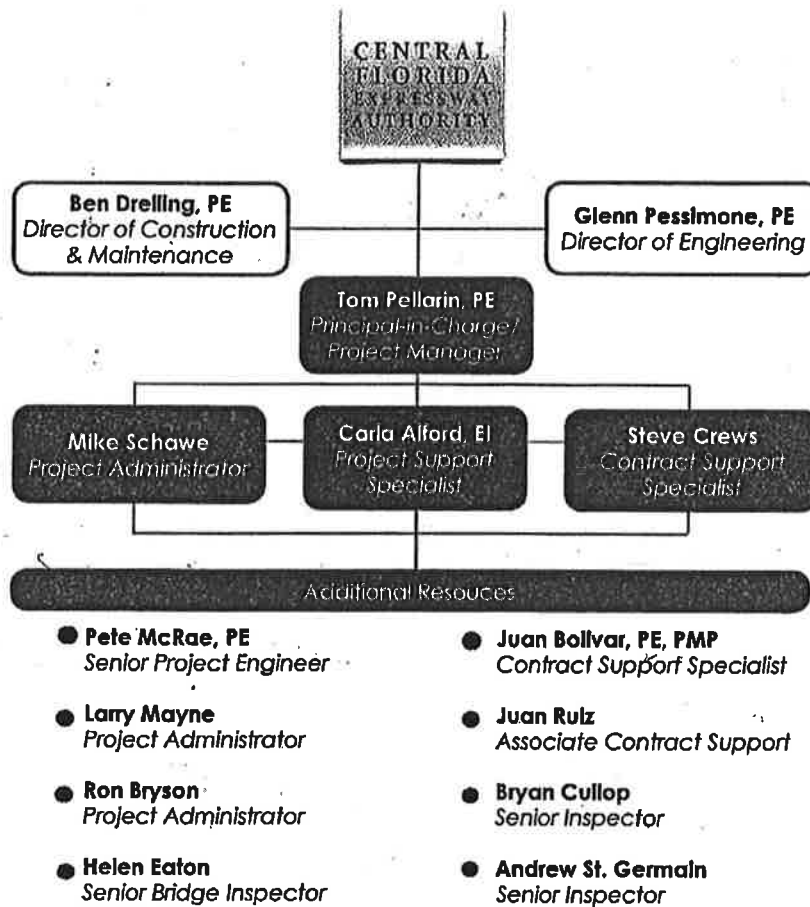
Carliayn Kell
Professional Services
Qualification Administrator

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

Exhibit D

Project Organization Chart



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONSTRUCTION MANAGEMENT CONSULTANT SERVICES
CONTRACT NO. 001033
ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

The undersigned 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 the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.oceea.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

Stantec Consulting Services, Inc.

Company Name

By: _____

Alfred Roth, P.E.

Title: Senior Principal
