

**CONTINUING CONTRACT FOR PROFESSIONAL CONSTRUCTION AND
ENGINEERING INSPECTION (CEI) SERVICES
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 24th day of May 2010, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **PB Americas, Inc.**, a Florida Foreign Profit Corporation, whose principal office address is located at 5405 West Cypress Street, Suite 300, Tampa, Florida 33607, hereinafter referred to as "Consultant":

WHEREAS, the County desires construction and engineering inspection services under a continuing contract; and

WHEREAS, the Consultant desires to render certain Construction and Engineering Inspection Services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

Consultant shall provide Construction Engineering Inspection (CEI) services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates Engineering Services to act on the County's behalf with respect to the Scope of Services. The Director of Engineering Services, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be for a three (3) year period beginning on the date of its complete execution. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Consultant in accordance with the provisions contained in the Fee Schedule, which is attached hereto as Attachment "B", and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the Engineering Services Department, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 Consultant shall timely provide all documentation as requested by Nassau County for work performed on a time and material basis. The County shall verify the charges against each task performed, i.e. time sheet, subconsultant invoices, etc

5.4 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar

circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement;
- 7.2 The Scope of Services attached hereto as Attachment "A"
- 7.3 Fee Schedule attached hereto as Attachment "B";
- 7.4 Any written amendments, modifications or Addenda to this Agreement.
- 7.5 Work authorizations assigning specific projects;

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 – INDEMNIFICATION

10.1 Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the consultant, in the performance of the contract.

ARTICLE 11 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

14.1 The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements.

14.1.1 Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.2 Comprehensive General Liability: Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. County is to be specifically included as an additional insured.

- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.3 Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles
- c. Hired and Non-Owned Vehicles
- d. Employee Non-Ownership
- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.4 Umbrella policy: Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$5,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.

c. Auto liability: Underlying Combined single limit of \$1,000,000.

d. Employers' Liability: Underlying limit
\$500,000/\$500,000/\$500,000.

14.1.5 Additional Insured. County is to be specifically included as an additional insured.

14.1.6 Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) day's written notice of cancellation and/or restriction.

14.2 Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

14.3 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the County with financial

information concerning any self insurance fund insuring Consultant. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

ARTICLE 15 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any

purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20.3 Personnel/Project Team: Changes in personnel or the project team assigned to each work authorization shall be not be permitted without prior written consent of the County.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other

party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

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 it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person,

sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097

With a copy to the County Attorney at the same address.

CONSULTANT:

PB Americas, Inc.
5405 West Cypress Street, Suite 300
Tampa, Florida 33607

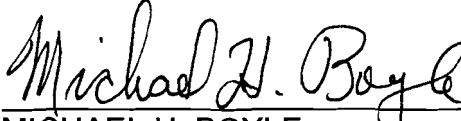
25.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Electronic transmission of notice via e-mail is acceptable. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

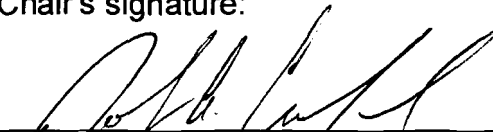
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the day and year first written above.

5-24-10
Date


**Nassau County,
Board of County Commissioners**


MICHAEL H. BOYLE
Its: Chairman

Attest to authenticity of
Chair's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk
*EPA
5/24/10*


Approved as to form and legal
sufficiency:


DAVID A. HALLMAN

ATTEST:

PB AMERICAS, INC.


Asst. (Corporate Secretary)


Signature of President/Owner

Hillary Jasse
Type/Print Name of Corporate Secy.
Asst.
(CORPORATE SEAL)

Kenneth B. Spillett, P.E., Senior Vice President
Type/Print Name of President/Owner
Date: May 6, 2010

ATTACHMENT "A"
Consultant Scope of Services for
Construction and Engineering Inspection (CEI) Services
Board of County Commissioners, Nassau County, Florida

1. The managing authority for this project shall be the County Engineer, J. Scott Herring, P.E. or his authorized designee. Firms will be selected on a rotating basis, but selection may vary from the rotation at times depending on the type of project and firm's experience.
2. The Contract for Construction and Engineering Inspection Services will be for various road construction, resurfacing, and other county projects. The construction work will include paving roads, resurfacing, utility projects, road widening/reconstruction, railroad crossings, bridge repairs/installation, guardrail replacement or installation, road shoulders, pipe replacement, drainage improvements, driveways, sidewalks, signs and striping, additionally may include buildings, and other items.
3. Consultant Firms must demonstrate expertise in the following areas:
 - Administration of construction contracts*
 - Inspection of construction work and activities*
 - Ensure completion of construction as required by the contract, the Nassau County Codes, and FDOT standards, plans and specifications*
 - Permitting requirements and other applicable agency requirements*
 - Timely and accurate reporting of invoicing*
 - FDOT SCOP, SCRAP, and CIGP Program projects*
 - May include Development projects*
4. Service to be performed may include, but not be limited to: prepare and submit daily and weekly reports of contractors and consultants activities and time, verify and ensure that reports and records are submitted on schedule and are accurate, review and verify and process contractor invoices (all project related invoices) quickly and efficiently, compile and verify the project close out package, inspect and verify all construction activities, attend or administer construction meetings (weekly progress or preconstruction or pre-paving) and coordinate with contractors, coordinate with utility companies, coordinate with property owners, coordinate with other municipalities or governing agencies, ensure the contractor provides a up to date schedule with a clear critical path, verify and approve As-Built drawings, verify quantities, review and verify all materials testing, review and approve the contractors Quality Control Plan, inspect, ensure, and verify that the quality of the work is in accordance with required Standards and Specifications and provide a professional certification of same, to respond to contractor correspondence and queries, and other activities as directed by the County Engineer or as needed to complete the project. **The projects will range in estimated construction costs up to \$2,000,000.**
5. Company/Firm shall be FDOT certified and Pre-Approved by FDOT to perform the services required under this contract, if applicable.

Attachment "B"
Fee Schedule



NASSAU COUNTY - Continuing Contracts for Engineering Services
Wage Rate Certification

PB Americas, Inc.

| | | | | |
|--------|-------------------|--------|-----------|------------|
| Salary | OH Rate (audited) | Profit | Expense % | Multiplier |
| 1.0 | 113.30% | 36% | 23.80% | |
| 1.0 | 1.13 | 0.36 | 0.238 | 2.73 |

| Consultant Position/Position Name Sampling | Current 2010 Rate | Current 2010 Average Rate | Multiplier |
|--|-------------------|---------------------------|------------|
| Sr Project Engineer | | | |
| J. Hunter | \$ 60.11 | \$63.31 | \$172.71 |
| B. Estock | \$ 61.54 | | |
| J. Komp | \$ 68.27 | | |
| Project Administrator | | | |
| M. Tippit | \$ 36.09 | \$38.15 | \$104.07 |
| D. Bryant | \$ 40.81 | | |
| G. Wilson | \$ 37.56 | | |
| Contract Support Specialist | | | |
| T. Keffler | \$ 29.09 | \$28.25 | \$77.07 |
| L. Carter | \$ 29.67 | | |
| A. Pinter | \$ 26.00 | | |
| Senior Inspector | | | |
| S. Hill | \$ 33.37 | \$31.46 | \$85.82 |
| B. Jeffries | \$ 30.94 | | |
| I. Dudhat | \$ 30.07 | | |
| Inspector | | | |
| H. Le | \$ 21.53 | \$21.69 | \$59.17 |
| W. Smith | \$ 21.53 | | |
| J. Payne | \$ 22.00 | | |
| Administrative Assistant/RCO | | | |
| T. Black | \$ 18.81 | \$17.84 | \$48.68 |
| N. Porter | \$ 16.67 | | |
| M. McLeod | \$ 18.05 | | |

I certify that the above information is true and accurate as of this date. Increases are generally given in January of each year and have average 4% and above. These are the rates generally charged to other county government entities.

Kenneth Spillón, R.E.

April 15, 2010
Date

SCHEDULE OF OVERHEAD
(FLORIDA DEPARTMENT OF
TRANSPORTATION)

PB Americas, Inc. and Certain Subsidiaries
Year Ended October 27, 2009
With Report of Independent Auditors

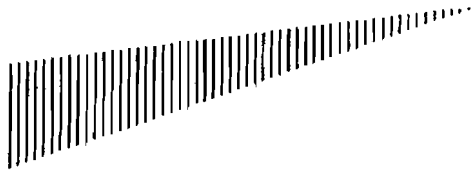
PB Americas, Inc.
and Certain Subsidiaries

Schedule of Overhead
(Florida Department of Transportation)

October 27, 2009

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Report of Independent Auditors

The Board of Directors
PB Americas, Inc.

We have audited, in accordance with auditing standards generally accepted in the United States, the consolidated financial statements of Parsons Brinckerhoff Inc. and subsidiaries as of and for the year ended October 27, 2009 (not presented herein), and have issued our report thereon dated December 22, 2009. We also have audited the accompanying Schedule of Overhead (Florida Department of Transportation) of PB Americas, Inc. (a wholly-owned subsidiary of Parsons Brinckerhoff Inc.) and the following subsidiaries; Associated Engineers, Inc., PB Facilities, Inc., PB Transit & Rail Systems, Inc., PB Michigan, Inc., PB Ohio, Inc., PB Power, Inc., PB Aviation, Inc., PB Booker Associates, Inc., PB FG Inc. and PB Architecture (the "Company") for the year ended October 27, 2009. This schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on this schedule based on our audit.

We conducted our audit of the schedule in accordance with auditing standards generally accepted in the United States and *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule of overhead is free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule of overhead, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

As described in Note 2, the Company's policy is to prepare its Schedule of Overhead (Florida Department of Transportation) on the basis of accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulation and Florida Statute Chapter 112.061. The results of the calculation by this method are materially different than those that would be shown in a presentation based on amounts stated in conformity with accounting principles generally accepted in the United States.

In our opinion, the schedule referred to above presents fairly, in all material respects, the overhead (Florida Department of Transportation) of the Company and certain subsidiaries for the year ended October 27, 2009, on the basis of the accounting practices referred to in the preceding paragraph.

In accordance with *Government Auditing Standards*, we have issued our report dated April 1, 2010 on our consideration of the Company's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

This report is intended for the information and use of management of the Company, the Board of Directors and the Florida Department of Transportation and is not intended to be and should not be used by anyone other than these specified parties.

Ernst + Young LLP

April 1, 2010

PB Americas, Inc.
and Certain Subsidiaries

Schedule of Overhead
(Florida Department of Transportation)

Year Ended October 27, 2009

| | Total Costs | AM FAR Trend Adjustment | Unallowable Costs Adjustments | Total Allowable Costs | General Services Offset | Off Site | Allocation To AT&T/Lease | Reference For Unallowable Costs |
|--|----------------|-------------------------------|-------------------------------------|-----------------------------|-------------------------------|---------------|--------------------------------|--|
| Direct Labor Base | \$ 299,024,548 | | | \$ 299,024,548 | \$ 172,354,797 | \$ 86,169,811 | | |
| Finance Expense (Direct Labor) | | | | | | | | |
| Payroll Taxes | 21,823,363 | | | 21,823,363 | 14,566,713 | 7,261,652 | | |
| Group Life and Workers Compensation | 21,680,904 | | | 21,680,904 | 14,448,388 | 7,232,516 | | |
| fringe Salaries | 22,301,103 | | | 22,301,103 | 21,536,117 | 10,764,288 | | |
| Other Employee Benefits | 9,643,497 | | | 9,643,497 | 6,435,391 | 3,208,106 | | |
| Total Finance Benefits (Direct Labor) | \$ 65,448,871 | \$ - | \$ - | \$ 65,448,871 | \$ 56,977,329 | \$ 28,428,463 | | |
| Percent of Finance Benefits To Direct Labor | 21.9% | | | 21.9% | 20.0% | 33.0% | | |
| General Overhead Expenses | | | | | | | | |
| Office Rent | 36,982,219 | | | 36,982,219 | 32,021,699 | 4,960,520 | 1,836 | |
| Depreciation | 6,174,547 | | | 6,174,547 | 3,337,050 | 816,627 | 340 | |
| Amortization | 1,630,041 | | | 2,630,041 | 3,146,041 | 488,099 | 398 | |
| Trip and Maintenance | 3,790,432 | | | 3,790,432 | 3,015,947 | 764,309 | 4,390 | |
| Travel Salaries | 114,678,429 | | | 114,678,429 | 76,122,569 | 37,947,860 | 23,400 | |
| Phone Expenses (Subscriptions) | 37,283,669 | | | 37,283,669 | 24,827,064 | 12,376,337 | 48,430 | |
| Computers, Supplies, Reproduction | 15,771,422 | | | 15,771,422 | 17,043,541 | 3,765,411 | 1,233 | |
| Travel and Related Expenses | 7,607,896 | | | 7,607,896 | 6,079,918 | 928,001 | 4,349 | |
| Office Relocation and Moving | 4,071,543 | 778,673 | (843,798) | 607,345 | 536,381 | 10,306 | 0 | Fla. Rule 112.061 |
| Communications | 4,986,418 | | | 4,986,418 | 4,326,829 | 439,489 | 799 | |
| Subscriptions, Books, Publications | 1,476,284 | | | 1,476,284 | 1,281,004 | 195,243 | 1,080 | |
| Contracted Fees | 3,016,072 | | | 3,016,072 | 4,332,667 | 603,411 | 17,409 | |
| Additional Compensation | 23,993,669 | | | 23,993,669 | 28,814,884 | 3,172,804 | 14,976 | |
| Miscellaneous Expenses | 604,311 | | | 604,311 | 324,387 | 79,724 | 4,334 | |
| General Insurance Other | 3,234,614 | | | 3,234,614 | 2,466,814 | 427,800 | 22,676 | |
| F.A.O Insurance | 15,831,402 | | | 15,831,402 | 17,727,348 | 3,097,814 | 0 | |
| Other Taxes | 2,335,111 | | | 2,335,111 | 2,856,276 | 308,433 | 622 | |
| State & Local Income Taxes | 6,145,483 | | | 6,145,483 | 4,330,018 | 812,377 | (8,164) | |
| Real and Legal | 3,294,499 | | | 3,294,499 | 2,780,074 | 423,856 | 100,337 | |
| Interest Expense | 23,044 | | 2,594 | 0 | 0 | 0 | 0 | 31 205-20 |
| Bad Debt | 413,373 | | 513,373 | 0 | 0 | 0 | 0 | 31 205-3 |
| Professional Services | 3,702 | | 3,702 | 0 | 0 | 0 | 0 | 31 205-1 |
| Charitable & Unallowable F&M Costs | 16,574,809 | (778,673) | (13,796,798) | 0 | 0 | 0 | 0 | 31 205-4.4C |
| E.A.O Insurance Actuarial Calculation Adjustment | 19,230,000 | | (19,230,000) | 0 | 0 | 0 | 0 | |
| Contingencies | 273,843 | | (273,843) | 0 | 0 | 0 | 0 | 31 205-14 |
| Total General Overhead Expenses | \$ 348,376,803 | \$ - | \$ 446,613,763 | \$ 293,963,747 | \$ 224,766,768 | \$ 69,795,979 | \$ 226,937 | |
| Total Overhead | \$ 414,473,421 | \$ - | \$ 446,613,763 | \$ 359,418,618 | \$ 281,793,997 | \$ 97,424,623 | \$ 234,937 | |
| Percent of Total Overhead To Direct Labor | 138.6% | | | 120.2% | 160.0% | 113.3% | | |
| Facilities Cost of Capital | \$ 1,274,353 | \$ - | \$ - | \$ 1,274,353 | \$ 1,106,247 | \$ 168,608 | \$ 44 | |
| Facilities Cost of Capital Percentage | 0.3% | | | 0.3% | 0.4% | 0.2% | | |

See accompanying notes

PB Americas, Inc.
and Certain Subsidiaries

Notes to Schedule of Overhead
(Florida Department of Transportation)

October 27, 2009

1. Description of the Company

PB Americas, Inc. (a wholly-owned subsidiary of Parsons Brinckerhoff Inc.) is a professional design and engineering firm providing consultation principally in the areas of engineering, design, planning, architecture and construction services related to transportation and infrastructure. The active subsidiaries of PB Americas, Inc. are Associated Engineers, Inc., PB Facilities, Inc., PB Transit & Rail Systems, Inc., PB Michigan, Inc., PB Ohio, Inc., PB Power, Inc., PB Aviation, Inc., PB Booker Associates, Inc., PB FG Inc. and PB Architecture. Together these entities comprise the "Company" for purposes of this financial statement. The Company was founded in 1885 and employs over 4,300 professionals. Its clients are primarily public agencies at all levels of government. Revenues are derived from billings to these agencies for services and reimbursable expenses. On several projects the Company also functions as a joint venture partner or subcontractor. The Company uses the percentage-of-completion method for recording revenue earned on a majority of its contracts.

2. Basis of Accounting

The Company's Schedule of Overhead (Florida Department of Transportation) was prepared on the basis of accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulation and Chapter 112.061 of the Florida Statute. Accordingly, the Schedule is not intended to present the overhead of the Company in conformity with accounting principles generally accepted in the United States of America.

3. Off-Site (Field and Project) Offices

In calculating the field and project office pool, the allocation to indirect labor and fringe benefits is based upon the ratio of field/project office direct labor to total direct labor. The remaining field/project office pool allocation is based upon the ratio of field/project indirect labor allocation to total general service office labor. The direct labor dollars for the field/project office represent the 2008 wages of the individuals specifically identified by the Company as physically working at the field/project office site.

PB Americas, Inc.
and Certain Subsidiaries

Notes to Schedule of Overhead
(Florida Department of Transportation) (continued)

4. Allocation to Affiliated Companies

A separate allocation of certain corporate expenses to affiliates, independent operating entities, in which the Company is partial owner, was made to reflect corporate support provided to these companies.

5. Description of Accounting Policies

The Company's financial accounting system is set up to record transactions using the accrual basis of accounting. The Company maintains a job cost accounting system for the recording and accumulating of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's cost accounting system.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job cost accounting system.

All costs are initially booked as a direct or indirect cost, as appropriate. This eliminates the possibility of directly charging a client a specific cost while at the same time including that specific cost element in an indirect cost pool. The total cost to a client of performing a contract is the sum of the direct and indirect costs allocable to that specific contract.

The two categories of cost are defined as follows:

Direct Costs: These are the costs that are identified specifically with a particular final cost objective.

Indirect Costs: These are the costs that are not directly identified with a single final cost objective, but identified with two or more final cost objectives or with at least one intermediate cost objective.

PB Americas, Inc.
and Certain Subsidiaries

Notes to Schedule of Overhead
(Florida Department of Transportation) (continued)

6. Description of Overhead Rate Structure

The Company's indirect cost rate is developed by dividing the total indirect cost pools allocable to a cost objective by the total labor allocated to that specific cost objective. The total labor represents the direct labor for the Company's employees. Direct labor from PB subsidiaries is handled on an intercompany subcontract basis. As such the intercompany direct labor and associated overhead is not included in the receiving company's direct labor base or overhead costs. In addition, direct expenses are not included in the overhead rate calculation.

7. Description of Labor Related Costs

Direct Labor – The Company charges labor to all projects based on actual rates.

Premium Overtime – Premium costs are sometimes incurred in meeting certain deadlines. If an employee is eligible for overtime pay, payment is received at an amount equal to time and a half ("premium portion"). The premium portion of paid overtime is included as a direct or indirect cost specifically identified with final cost objectives.

Highly Compensated Employees – The Company adjusts paid compensation to senior executives in accordance with FAR 31.205-6(p).

Contract Labor – The Company uses contract labor and allocates this labor as a direct or indirect cost specifically identified with final cost objectives.

8. Facilities Capital Cost of Money (FCCM)

The cost-of-money rate has been calculated in accordance with FAR 31.205-10 and developed on Form CASB-CMF, broken down by overhead pools at the business unit level using (a) business unit capital data; (b) overhead allocation base data, and; (c) the cost of money rate specified by the Secretary of the Treasury under P.L. 92-41. A memorandum entry is made and the record of the computation is in a manner that permits verification.

PB Americas, Inc.
and Certain Subsidiaries

Notes to Schedule of Overhead
(Florida Department of Transportation) (continued)

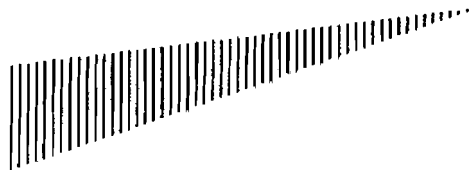
9. Description of Depreciation and Leasing Policies

Certain assets are purchased and depreciated, while others are leased and considered operating leases, and annual lease costs are included in the overhead pool. The Company changed its method of depreciating furniture, fixture and equipment (including computer software and hardware) from straight line method to the double declining method to more accurately reflect the expected benefit of the assets. The Company leases most of its facilities under long-term leases. The Company accounts for leases under ASC 840 "Leases". The majority of the Company leases are operating leases as defined under ASC 840.

10. Summary

The following tabulation summarizes the allocable overhead rates reflecting Florida Department of Transportation limitations for the fiscal year ended October 27, 2009:

| | <u>General Service Office</u> | <u>Off-site Location</u> |
|----------------------------|-----------------------------------|------------------------------|
| Fringe benefit rate | 33.0% | 33.0% |
| General overhead rate | 130.0% | 80.3% |
| | <u>163.0%</u> | <u>113.3%</u> |
| Facilities cost of capital | <u>0.6%</u> | <u>0.2%</u> |



Ernst & Young LLP
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New York, NY 10036-6530
Tel: +1 212 773 3000
Fax: +1 212 773 6350
www.ey.com

Report of Independent Auditors on Internal Control Over
Financial Reporting and on Compliance and Other Matters
Based on an Audit of the Schedule in Accordance With
Government Auditing Standards

The Board of Directors
PB Americas, Inc.

We have audited the consolidated financial statements of Parsons Brinckerhoff Inc. and subsidiaries ("PB, Inc.") as of and for the year ended October 27, 2009 (not presented herein), and have issued our report thereon dated December 22, 2009. We also have audited the Schedule of Overhead (Florida Department of Transportation) of PB Americas, Inc. (a wholly-owned subsidiary of Parsons Brinckerhoff Inc.) and the following subsidiaries; Associated Engineers, Inc., PB Facilities, Inc., PB Transit & Rail Systems, Inc., PB Michigan, Inc., PB Ohio, Inc., PB Power, Inc., PB Aviation, Inc., PB Booker Associates, Inc., PB FG Inc. and PB Architecture (the "Company") for the year ended October 27, 2009, and have issued our report thereon dated April 1, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered PB, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the Schedule, but not for the purpose of expressing an opinion on the effectiveness of PB, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of PB, Inc.'s internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Company's Schedule of Overhead (Florida Department of Transportation) is free of material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations and contracts, including the provisions of the applicable sections of Part 31 of the Federal Acquisition Regulation and Florida Statute Chapter 112.061, noncompliance with which could have a direct and material effect on the determination of the schedule amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended for the information and use of management of the Company, the Board of Directors and the Florida Department of Transportation and is not intended to be and should not be used by anyone other than these specified parties.

Ernst + Young LLP

April 1, 2010

AE ENGINEERING, INC.

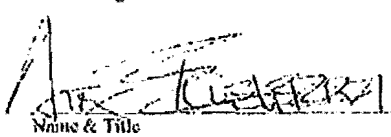
NASSAU COUNTY - Continuing Contracts for Engineering Services
Wage Rate Certification

Firm:  ENGINEERING, INC

| | | | | |
|--------|-----------------------|--------|-----------|------------|
| Salary | Off Rate (multiplied) | Profit | Expense % | Multiplier |
| 1.0 | 130.45% | 28% | 27.90% | 2.86 |
| 1.0 | 1.3045 | 0.28 | 0.279 | 2.86 |

| Consultant Position/Position Name Sampling | Current 2010 Rate | Current 2010 Average Rate | Multiplier |
|--|-------------------|---------------------------|------------|
| Sr Project Engineer | | | 2.86 |
| | \$ - | \$0.00 | \$0.00 |
| | \$ - | | |
| | \$ - | | |
| Project Administrator | | | 50.00 |
| | \$ - | \$0.00 | \$0.00 |
| | \$ - | | |
| | \$ - | | |
| Contract Support Specialist | | | \$0.00 |
| | \$ - | \$0.00 | \$0.00 |
| | \$ - | | |
| | \$ - | | |
| Senior Inspector | | | \$0.00 |
| | \$ - | \$0.00 | \$0.00 |
| | \$ - | | |
| | \$ - | | |
| Inspector | | | |
| John Calhoun | \$ 20.00 | \$19.50 | \$55.84 |
| Rafael Castro | \$ 19.00 | | |
| | \$ - | | |
| Administrative Assistant/RCO | | | \$0.00 |
| | \$ - | \$0.00 | \$0.00 |
| | \$ - | | |
| | \$ - | | |

I certify that the above information is true and accurate as of this date. Increases are generally given in January of each year and have average 4% and above. These are the rates generally charged to other county government entities.

 PRESIDENT

April 19, 2010
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND
 REIMBURSEMENT RATES**

450 000 01
 INSPECTOR GENERAL
 0300
 Page 1 of 2

Consultant Name: AE Engineering, Inc. Federal ID Number: 20-4567692
 Contact Person: Alex Echeverria Phone Number: (904) 759-3748
 Qualifying For: President E-Mail: alex@aeengineeringinc.com
Minor Projects (Under \$250,000)
 Or: Work Group 20 or 22

Accounting Questionnaire

1. General:

Fiscal Year used by firm? 2009
 Statements on cash or accrual basis? Accrual

2. Labor Costs (Time Sheets)

| | <u>Yes or No Response</u> |
|--|-------------------------------|
| Do all employees keep time sheets? | <u>Yes</u> |
| Do time sheets indicate project and overhead accounts? | <u>Yes</u> |
| Do employees sign time sheets? | <u>Yes</u> |
| Are time sheets reviewed and signed by supervisors? | <u>Yes</u> |
| Are payroll expenditures distributed to appropriate accounts based on time sheets? | <u>Yes</u> |
| Is a payroll register prepared for every pay period? | <u>Yes</u> |

3. Work Logs (For work billed as cost per unit of work)

| | |
|--|------------|
| Do work logs identify the project? | <u>Yes</u> |
| Are work logs maintained for all projects? | <u>Yes</u> |

4. Expenditures

| | |
|--|------------|
| Are all expenditures identified and recorded in the General Ledger as overhead or direct costs? | <u>Yes</u> |
| Are direct costs identified as direct charges to projects regardless of eligibility for reimbursement? | <u>No</u> |

5. Accounting for Costs and Expenses

| | |
|---|------------|
| Does the General Ledger separate direct cost from indirect (overhead)? | <u>Yes</u> |
| Is a job cost ledger or cost report maintained for every project? | <u>Yes</u> |
| Is the amount of premium overtime included in the direct or indirect expense rates? | <u>Yes</u> |

6. Estimating Costs for Price Proposals

| | |
|--|------------|
| Is the method of estimating costs for pricing purposes consistent with the accumulation and reporting of costs under your job cost system? | <u>Yes</u> |
|--|------------|

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND
 REIMBURSEMENT RATES**

450-009-01
 INSPECTOR GENERAL
 03/08
 Page 2 of 2

SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND REIMBURSEMENT RATES

RATE SUMMARY FOR YEAR ENDING: 12/31/09

Reimbursement rates are calculated by dividing total allowable costs by total direct labor costs. For these calculations, certain direct or indirect expenses, such as travel, mileage, interest, certain advertising costs, etc., must be limited or excluded in accordance with Florida Statute 112.061 or Federal Acquisition Regulations, sub Part 31.2. These regulations may be viewed on the Internet at www.arinet.gov/far/. If a field office is needed, a separate determination should be performed.

| Description | Home Office | Field Office |
|------------------------|-------------|--------------|
| Direct Labor Base | \$11,664.00 | \$341,792.00 |
| Fringe Benefit Rate | 35.42% | 25.91% |
| General Overhead Rate | 109.04% | 104.54% |
| Combined Overhead Rate | 144.46% | 130.45% |
| Direct Expense Rate | 20.30% | 27.90% |

A listing of the fringe benefits and general overhead costs utilized in calculating the overhead rates shown above and a listing of the direct expenses utilized in calculating the direct expense rate shown above must be attached to this certification with any excluded items identified.

COMPUTATION OF FACILITIES CAPITAL COST OF MONEY (FCCM)- OPTIONAL

| | Balance Start of FY | Balance End of FY |
|---|------------------------|----------------------|
| Net Capital Assets | \$ | \$ |
| Average Net Book Value (required) | \$ | |
| Average US Treasury Rate | % | |
| Facilities capital Cost (Average x Rate) | \$ | |
| Direct Labor Base for Fiscal Year | \$ | |
| FCCM Rate (Cost/Direct Labor) | % | |

CERTIFICATION

It is hereby certified that the accounting system for this firm meets the minimum requirements set forth in Department Guidelines and that all information contained hereon, including attachments, is true and correct.

Alex Echeverria
 (Signature)

3/16/10
 (Date)

Alex Echeverria
 (Name and Title)

AE Engineering, Inc.
 (Company Name)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND
REIMBURSEMENT RATES
INSTRUCTIONS**

453-000 01
INSPECTOR GENERAL
03.09

Self-Certifications for Minor Project Work

Consultants requesting qualification for minor projects only, subconsultants with contract fees under \$250,000, or consultants qualifying solely to perform appraisal services or to prepare or review business damage estimates under Work Groups 20 or 22, are not required to submit an audit report or to request an accounting system review. Each District Professional Services Unit (PSU) within the Department may negotiate reimbursement rates appropriate for the specific contract being negotiated in these instances.

Consultants performing work less than \$250,000 who desire to pre-establish reimbursement rates for presentation to the Department during contract negotiations may, as an option, submit a self-certified reimbursement rate request to the Department's Office of Inspector General. This request must contain the same cost information presented in a Reimbursement Rate Audit Report, but may be certified by a principal of the firm rather than a certified public accountant. Overhead and FCCM rates established following review of a self-certified reimbursement rate request are subject to the currently established maximum caps based on the Department's review of average audited reimbursement rates. Direct expense rates will be based on the self-certified reimbursement rate request, subject to further negotiation for individual contracts. Current maximum caps for the Department's reimbursement rates are found on the Procurement Office website at <http://www.dot.state.fl.us/procurement/news.htm>. Self-certified reimbursement rate requests may be forwarded to the Office of Inspector General for review.

If the consultant performing minor services has not acted to pre-establish reimbursement rates prior to entering contract negotiations with the District PSU, the PSU may require the consultant to complete and submit a self-certified reimbursement rate request. The PSU may review the request and establish reimbursement rates, or they may forward the report to the Office of Inspector General for review. The Office of Inspector General will prepare a report of the reimbursement rates supported by the financial information included with the self-certified reimbursement rate request. The OIG report will be distributed to the consultant and the requesting PSU. Reimbursement rates established in an OIG review will be posted and made available for use by all Department PSUs.

Self-Certification of Accounting System and Reimbursement Rates

Self-certified reimbursement rate requests are to be prepared in the format entitled "Self-Certification of Accounting System and Reimbursement Rates", which is attached. Page 1 of the format is a questionnaire concerning the consultant's accounting system and related information. Page 2 provides spaces to enter the reimbursement rates proposed by the consultant, including: a declaration of a period ended date within 16 months of the certification date; the direct labor base for that period; the consultant's proposed fringe benefit rate, general overhead rate, and combined overhead rate; the proposed direct expense rate; and the average net book value of capitalized assets. Page 2 also includes space for the signed certification of the information submitted by a principal of the firm.

Additional sheets must be attached listing the indirect and direct expenses supporting the consultant's rate calculations.

K.S. WARE & ASSOCIATES, LLC


NASSAU COUNTY - Continuing Contracts for Engineering Services
Wage Rate Certification

K.S. Ware & Associates, LLC

| | | | | |
|--------|--------------------|--------|-----------|------------|
| Salary | Oil Rate (audited) | Profit | Expense % | Multiplier |
| 1.0 | 122.00% | 29% | 8.51% | |
| 1.0 | 1.22 | 0.29 | 0.851 | 3.36 |

| Consultant Position/Position Name | Sampling | Current 2010 Rate | Current 2010 Average Rate | Multiplier |
|-------------------------------------|----------|-------------------|---------------------------|------------|
| Sr Project Engineer | | | | |
| Mark Lusk | | \$ 25.24 | \$25.24 | \$84.83 |
| Project Administrator | | | | |
| Peggy Dennis | | \$ 26.20 | \$26.20 | \$88.06 |
| Contract Support Specialist | | | | |
| Senior Inspector | | | | |
| Mike Collins | | \$ 32.21 | \$32.69 | \$109.87 |
| Jim Blythe | | \$ 33.17 | | |
| Inspector | | | | |
| Walter Edwards | | \$ 18.00 | \$18.50 | \$62.18 |
| Kunal Sinha | | \$ 19.00 | | |
| Administrative Assistant/RCO | | | | |

I certify that the above information is true and accurate as of this date. Increases are generally given in January of each year and have average 4% and above. These are the rates generally charged to other county government entities.


Greg Heubaker, Principal

April 29, 2010
Date



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

February 4, 2009

Kathryn Ware, Principal
K.S. WARE & ASSOCIATES, LLC
54 Lindsley Avenue
Nashville, TN 37210

Dear Ms. Ware:

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

- Group 9 - Soil Exploration, Material Testing and Foundations
 - 9.1 - Soil Exploration
 - 9.2 - Geotechnical Classification Laboratory Testing
 - 9.4.1 - Standard Foundation Studies
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection

Your Unlimited Notice of Qualification shall be valid until June 30, 2010 at such time as your December 31, 2009 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

| Overhead Rate | Home/Branch Office | Field Office | Facilities Capital Cost of Money | Overtime Premium Reimbursed | Direct Expense |
|---------------|-----------------------|-----------------|--|-----------------------------------|----------------------------------|
| | 168.00%* | 122.00%* | 0.850%* | | 11.00% (Home)* 0.51% (Field)* |

*Interim

+*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 at 850/414-4485.

Sincerely,

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/smr

www.dot.state.fl.us

SCHEDULE OF FEES
K.S. Ware & Associates, L.L.C.

TECHNICIAN SERVICES - Time spent in direct project services in the field, including report preparation and travel time portal to portal. Rates are inclusive of most tests performed at the site. A Technician overtime rate of 1.5 times standard rate will apply to time over 8 hrs per day. Saturday, Sundays or holidays.

| | | |
|----|----------------------|----------|
| A. | Technician Level I | \$ 38.00 |
| B. | Technician Level II | \$ 45.00 |
| C. | Technician Level III | \$ 60.00 |
| D. | Technician Level IV | \$ 70.00 |
| E. | Trip Charge | XXXXXX |

PROFESSIONAL SERVICES - Time spent in administration of projects, supervision of technician services, field inspection and evaluation, review and analysis of field and laboratory data, report preparation and review, travel time, consultation or meetings related to the project, etc.

| | | |
|----|--|-----------|
| A. | CADD Technician | \$ 65.00 |
| B. | Administrative Support | \$ 60.00 |
| C. | Staff Professional | \$ 85.00 |
| D. | Project Professional | \$ 95.00 |
| E. | Senior Professional | \$ 120.00 |
| F. | Project Manager | \$ 125.00 |
| G. | Principal | \$ 145.00 |
| F. | Mileage for requested professional site visits, per mile | \$ 0.65 |

SOIL LABORATORY SERVICES

| | | |
|----|---|-----------|
| A. | Moisture Content, per test | \$ 7.00 |
| B. | Atterberg Limits, per test | \$ 45.00 |
| C. | Standard Proctor laboratory compaction test, ASTM D 698, per test | \$ 110.00 |
| D. | Modified Proctor laboratory compaction test, ASTM D 1557, per test | \$ 120.00 |
| E. | One Point Proctor Verification, per test | \$ 40.00 |
| F. | Sieve Analysis with wash 200, per test | \$ 40.00 |
| G. | Specific Gravity, per test | \$ 30.00 |
| H. | Unit Weight (UD sample), per test | \$ 75.00 |
| I. | Sieve Analysis with Hydrometer, per test | \$ 75.00 |
| J. | Hydraulic Conductivity, per test | \$ 280.00 |
| K. | Remolded Hydraulic Conductivity, per test (Proctor Test additional) | \$ 330.00 |
| L. | California Bearing Ratio (CBR), per test | \$ 350.00 |
| M. | Nuclear Moisture Density Gauge Usage, per day | \$ 25.00 |

NOTE: Additional soil laboratory tests available, information and quotations on request.

CONCRETE LABORATORY TESTING -for those test accomplished at our laboratory.

| | | |
|----|---|----------|
| A. | Concrete Testing | |
| | 1. Compression testing of 6-inch by 12-inch Cylinders, ASTM C-39, | |
| | a. Cylinders cast by K.S. Ware personnel at quoted technician rates, each | \$ 10.00 |
| | b. Cylinders cast by others, each | \$ 25.00 |
| | c. Saw cuts to straighten cylinders cast by others, per cut | \$ 10.00 |
| | 2. Concrete cylinder molds, for use by others, 20 per case, per case | \$ 40.00 |

ASPHALT SERVICES

| | | |
|----|------------------------------------|----------|
| A. | Marshall stability/density, each | \$ 75.00 |
| B. | Bitumen extraction/gradation, each | \$ 65.00 |

Additional Services can be quoted upon request