

**RESOLUTION NO 1 , 2020**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRIME AE, INC. FOR PROFESSIONAL SERVICES RELATED TO CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTGOMERY ROAD/RONALD REAGAN CROSS COUNTY HIGHWAY INTERSECTION MODIFICATION PROJECT**

**WHEREAS**, Section 9.03 of Article IX of the Charter of the City of Montgomery, Ohio, provides the method under which the City Manager shall make certain purchases and enter into contracts on behalf of the City; and

**WHEREAS**, it is appropriate to provide contract authority for professional services that are generally not subject to competitive bidding but will exceed a total of \$50,000 in a calendar year; and

**WHEREAS**, the Administration did request Letters of Interest from construction management firms which may be interested in assisting the City in managing public improvements as a part of the anticipated intersection improvements at Montgomery Road/Ronald Reagan Cross County Highway; and

**WHEREAS**, multiple firms submitted responses which were reviewed by an evaluation committee consisting of the City Manager, Director of Law and Public Works Director; and

**WHEREAS**, Prime AE, Inc. did submit a Letter of Interest which was reviewed and recommended for approval by the evaluation committee; and

**WHEREAS**, it is the desire of the Council of the City of Montgomery to enter into a contract with Prime AE, Inc. to perform construction management services for the

City in conjunction with the Intersection Improvement Project at Montgomery Road/Ronald Reagan Cross County Highway.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** The City Manager is hereby authorized to enter into a contract with Prime AE, Inc. for professional services to be provided to the City of Montgomery for the intersection improvements and related traffic improvements for the Montgomery Road/Ronald Reagan Cross County Highway Intersection Modification Project according to the schedule submitted by Prime AE, Inc., attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION 2.** The City Manager is hereby authorized to pay Prime AE, Inc. according to the rates set forth in said schedule within the anticipated project scope not to exceed \$484,138.57 which includes all necessary subcontractors with a portion to be set-off by grants.

**SECTION 3.** The City Manager is additionally authorized to seek appropriate grant funding for these services.

**SECTION 4.** This Resolution shall be in full force and effect from and after its passage.

PASSED: January 8, 2020

ATTEST: Connie M. Gaylor  
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

Terrence M. Donnellon  
Terrence M. Donnellon, Law Director



November 12, 2019

Mr. Gary Heitkamp, P.E.  
Public Works Director  
City of Montgomery  
7315 Cornell Rd  
Montgomery, OH 45242

RE: Construction Engineering and Inspection Services for  
HAM-SR126/US22-20.00/13.19 Interchange Improvement Project

Dear Mr. Heitkamp:

We are pleased to submit this proposal to the City of Montgomery (City) for the above-mentioned project.

#### **GENERAL**

Below, we have provided a proposed scope and fee based on our understanding of the project and our previous construction engineering and inspection experience.

#### **SCOPE OF WORK**

The intent of this scope of work is to provide construction engineering and inspection services for the SR126 and US22 Interchange Improvement Project. Specifically, the following items have been included in this scope of services:

#### **TASK 1 - CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

The proposal is based on a 15 month construction period beginning in March of 2020. Upon authorization from the City, PRIME will begin preliminary coordination and project setup prior to the Contractor's anticipated construction start date.

Professional Construction Engineering and Inspection services shall consist generally of monitoring the construction contractor's activities and providing all required LPA documentation in order to achieve quality, schedule, and cost control of the construction phase of the Project.

#### **Project Setup**

It is the intent of this project to provide construction documentation in accordance with the current Ohio Department of Transportation (ODOT) documentation practices and policies for LPA projects. For this purpose, PRIME will develop/acquire the documents, files, logs, and forms for the project per the current ODOT Construction Administration Manual of Procedures. It is the intent of this scope to utilize PRIME's Cloud Based





Construction Management System (Appia) and Construction Drive to store construction diaries, meeting minutes, photos, and project correspondence. Pay item folders, tracking logs, quantity tracking files and forms, material testing logs and forms, and correspondence logs will be generated for construction activities planned for this project. A density log book will be developed specifically for this project to track earthwork quality control testing. These files will be posted on ODOT's SharePoint site to allow access for all stakeholders. It is the intent of this scope to complete this work prior to the beginning of construction activity.

#### Preconstruction Meeting

PRIME will attend and lead the pre-construction meeting, as well as prepare minutes for the meeting, which will be distributed electronically to all attendees with an email address within 5 business days. The minutes will be generated using Microsoft Office. The Project Communication plan will be distributed to the Contractor at the pre-construction meeting.

#### Resident Project Representation:

PRIME shall provide Field Project Representation during the Contractor's work. These services shall generally consist of those activities necessary, in the field, to observe and verify the construction Contractor's compliance with the technical requirements of the project, to verify the validity of amounts claimed for payment by the construction Contractor, and to report on the construction work in the field. Construction daily reports describing work location, manpower and equipment, duration worked, weather, and work activities will be entered into Appia, PRIME's Construction Management System. The Field Project Representative shall maintain a record of the progress of the work, shall review partial and final payment estimates, shall assess pertinent features of the installation, shall compile discrepancy reports, shall climb and descend structures when necessary to observe installation work, shall participate in required testing, start-up activities, and remedial measures, and shall participate in the final overviews of the project pursuant to acceptance.

PRIME will utilize Appia and ODOT's SharePoint site or other acceptable means to store/track/manage project documentation including correspondence and records including transmittals, schedule updates (copies), contract modifications, shop drawings, requests for proposals, requests for information, letters, and submittals. Read-only access to Appia is available to the City for their use to review up to date project information.

PRIME shall document field obstructions and changed conditions, and process change orders to the Contract Documents in order to document changes to the work dictated by these conditions.



PRIME shall prepare and maintain a listing of items requiring correction by the contractor and document when deficiencies have been corrected. PRIME will re-inspect all items on the list periodically to ascertain their status. PRIME will notify the City when the project is complete, deficiencies have been corrected and the work is ready for final inspection. PRIME will assist in preparing recommendations for final acceptance of the work.

PRIME will provide photo documentation of project construction activity by collecting and organizing digital photos.

PRIME shall provide monthly status reports during construction indicating the progress of the work, contract modifications, requests for proposals, critical issues, progress schedules, summary of the work performed for that period, total dollar amount of the contract, amounts paid to the contractor, and funds remaining.

PRIME will perform as a construction manager/advisor on behalf of the City during the construction process and make recommendations for site changes and issues related to construction.

PRIME will provide documentation to the City to confirm that the project is built per the plans and specifications.

#### Meetings

PRIME shall attend all regularly scheduled project meetings held during the construction phase. PRIME shall attend other special meetings as deemed appropriate by the City.

#### Progress Meetings:

PRIME shall attend and assist with progress meetings, including the preparation of agendas and meeting minutes of meetings when needed. PRIME will utilize Microsoft Office software to prepare agendas and minutes. When directed by the City, PRIME shall provide professional engineering attendance at all special construction meetings to discuss project problems, clarifications of the work, and all other issues affecting the project. PRIME shall prepare minutes of the meetings to all attendees.

PRIME will monitor the Contractor's schedule to ascertain that the requirements identified in the contract specifications are met. PRIME will prepare written response comments per ODOT's baseline checklist. PRIME shall review and provide comments and recommendations for all progress, recovery, and impact schedules submitted by the Contractor. PRIME shall notify the City in all instances when the Contractor's progress is not in accordance with the approved schedule. PRIME shall make recommendations





as to the need for the Contractor to submit a recovery schedule, or the need to delay payment to the Contractor due to schedule problems.

Submittals/RFI/Correspondence/CA:

PRIME, in coordination with the City and Design Engineer, will review shop drawings for compliance with contract requirements, distribute with appropriate status identified, and maintain a shop drawing file. PRIME will provide a response within 15 working days of receipt by PRIME. PRIME shall maintain a Submittal log using Microsoft Office.

PRIME shall coordinate construction document interpretation with the Design Engineer during construction. If such interpretation involves any monetary, quality, or material/equipment substitution, the final interpretation shall be made by the City. PRIME shall transmit interpretations and clarifications to the Contractor. PRIME shall provide written interpretation of any project specific specifications, as required. PRIME shall provide and maintain a tracking log of all requests for information for the duration of the project. PRIME will maintain submittal, RFI, and correspondence logs using Microsoft Office.

PRIME will respond to correspondence items (email, letters, teleconferences, etc.).

PRIME shall review and recommend for approval monthly and final estimates of work performed by the Contractor upon which partial payments to the Contractor will be based. PRIME shall prepare monthly progress estimates in a manner approved by the City and forward to the City for final approval and processing. PRIME shall review and comment/recommend to the City the approval of any schedule of values submitted by the Contractor.

Evaluate Substitution Requests:

PRIME will provide review and recommendation on substitutions of material and/or equipment submitted by the Contractor, in coordination with the Design Engineer.

Change Order Preparation:

PRIME will prepare change orders to aid in resolution of modifications brought about by actual field conditions encountered, review contractor pricing of said change orders, and make recommendation to the City regarding entitlement and reasonableness of costs. PRIME will assist with the negotiation of said change orders.

PRIME shall process change orders to the contract in a manner approved by the City and forwarded to the City for final approval and processing. PRIME shall provide and maintain a tracking log of all change orders to the contract



for the duration of the project using PRIME's Construction Management System, Appia.

Evaluation of Claims:

PRIME shall evaluate, investigate, document conditions and circumstances, and make recommendations on claims submitted by the Contractor, and on situations that may lead to a claim by the Contractor. PRIME shall provide and maintain a tracking log of all claims made by the Contractor for the duration of the project using Microsoft Office.

Testing Services:

PRIME shall perform quality assurance (QA) field and lab testing of materials and completed work, as normally required in ODOT's standard policies and procedures.

SWPPP:

PRIME will provide oversight for compliance with the approved Stormwater Pollution Prevention Plan.

Project Close-Out

Upon completion of construction activity and final acceptance of the project, PRIME will finalize, compile, organize and deliver the project construction documentation to the City. The following items, at a minimum, will be provided:

1. Pay item folders will be finalized to include pay quantity measurement records, reconciled with the final estimate.
2. Project construction daily diary reports will be organized on a month by month basis.
3. Correspondence logs will be provided with organized originals/copies on the project.
4. All contract change documents.
5. Completed density log book with a record of all compaction tests performed on the project.
6. Materials testing records for each respective pay item.
7. Hand-written and/or Bluebeam PDF as-built mark-ups will be provided for the Engineer of Record to update the electronic files. No CADD as-builts have been included in this scope of services.

Construction Support

PRIME will provide additional engineering support services, as deemed necessary by the City. Such services could include additional engineering/management, specialized construction material acceptance recommendations and/or additional claims analysis and support.



**PRIME shall not be responsible for construction means, methods, techniques, sequences, procedures, construction Contractor's scheduling, or construction safety. Any review by PRIME does not extend to matters of means and methods, manufacturer's special expertise and proprietary areas, and/or safety issues.**

#### **SCHEDULE**

The scope of services is based on the understanding that the project will begin March 2020. From there, the schedule will be dictated by the actual construction schedule, which is intended to extend from **February 2020 through June 2021.**

#### **FEE**

Exhibit "A" has been attached to provide a breakdown of the fee for Task 1 as outlined in the scope of services. The total compensation for the work included in this proposal will be billed monthly as per the approved rates.

#### **STANDARD TERMS AND CONDITIONS**

Unless noted otherwise, the terms and conditions of the original agreement will apply to this proposal. If approved, the City will issue an authorized task order for the work proposed.

#### **CLOSING STATEMENT**

If the Scope of work contained herein meets with your approval PRIME will commence work upon a written "Notice to Proceed". Thank you for the opportunity to work with you on this project. Please do not hesitate to call Shawn Mason at 513-401-6301 should you have any questions or comments or require any clarifications.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Burgess", written over a light blue circular scribble.

**Michael A. Burgess, P.E.**  
Senior Vice President of Midwest Infrastructure Services



PRIME AE Group, Inc.  
4701 Creek Rd | Suite 227 Cincinnati, Ohio 45242 |



**Exhibit "A"**

**SR126 - US22 Interchange Improvement Project**

| <b>Classification</b>              | <b>Anticipated Man Hours</b> | <b>Over Time</b> | <b>RATE</b>  | <b>Units</b> | <b>Cost to Project</b> |
|------------------------------------|------------------------------|------------------|--------------|--------------|------------------------|
| Senior Construction Inspector      | 2469                         |                  | \$ 83.00     | Hour         | \$204,891.43           |
| Senior Construction Inspector (OT) |                              | 617              | \$ 100.00    | Hour         | \$61,714.29            |
| Construction Engineer 1            | 926                          |                  | \$ 89.00     | Hour         | \$82,388.57            |
| Construction Engineer 2            | 31                           |                  | \$ 130.00    | Hour         | \$4,011.43             |
| Project Manager                    | 185                          |                  | \$ 166.00    | Hour         | \$30,733.71            |
| Documentation Clerk                | 926                          |                  | \$ 59.00     | Hour         | \$54,617.14            |
| Signal Inspection                  | TEC                          |                  | \$ 19,982.00 | NTE          | \$19,982.00            |
| Testing Allowance                  | PRIME                        |                  | \$ 15,000.00 | NTE          | \$15,000.00            |
| Truck Allowance                    | \$35/Day @ 309 Days          |                  |              |              | \$10,800.00            |
|                                    |                              |                  |              |              | <b>\$484,138.57</b>    |

February 1, 2020      Start  
 July 1, 2021          Finish

17 Month Duration  
 516 Day Duration  
 74 Week Duration  
 12 Weeks - Winter  
 62 Weeks of Work  
 309 Working Days (5/7)

# Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Last Revised  
11/10/16

Agreement No.:    
 C-R-S: HAM-SR126/US22-20.00/13.19  
 Firm Name: PRIME AE Group

Company Overhead: 120.67%

Average Overhead: 152.83%

Cost of Money: 0.09%

Net Fee %: 10%

The company records OT premium as: ODC

Does the company anticipate billing overtime? Yes

| Classification                       | 1.5X OT? | Avg. Raw Rate | Overhead | C.O.M  | Net Fee | Computed Straight Time/OT Exempt Billing Rate <sup>1</sup> | Computed Overtime Billing Rate <sup>1,2</sup> |
|--------------------------------------|----------|---------------|----------|--------|---------|--|---|
| <b>Project Manager</b>               | No       | \$67.31       | \$81.22  | \$0.18 | \$17.02 | <b>\$166</b>   | <b>N/A</b>                                    |
| <b>Construction Engineer 2</b>       | No       | \$53.00       | \$63.96  | \$0.14 | \$13.40 | <b>\$130</b>   | <b>N/A</b>                                    |
| <b>Construction Engineer 1</b>       | No       | \$36.00       | \$43.44  | \$0.10 | \$9.10  | <b>\$89</b>  | <b>N/A</b>                                    |
| <b>Senior Construction Inspector</b> | Yes      | \$33.67       | \$40.63  | \$0.09 | \$8.51  | <b>\$83</b>  | <b>\$100</b>                                  |
| <b>Documentation Clerk</b>           | No       | \$24.00       | \$28.96  | \$0.06 | \$6.07  | <b>\$59</b>  | <b>N/A</b>                                    |
|                                      | unknown  |               |          |        |         | N/A  |   |
|                                      | unknown  |               |          |        |         | N/A  |   |
|                                      | unknown  |               |          |        |         | N/A  |   |
|                                      | unknown  |               |          |        |         | N/A  |   |
|                                      | unknown  |               |          |        |         | N/A  |   |
|                                      | unknown  |               |          |        |         | N/A  |   |

<sup>1</sup> **Note:** Rounded the nearest dollar.

<sup>2</sup> **Note:** Inclusive of overtime premium, if company classifies OT premium as an other direct cost.  
rev. 11/9/2016



## 2019 CONSTRUCTION TESTING SERVICES FEE SCHEDULE

| <u>DESCRIPTION</u>   | <u>RATE</u>   |
|--|---------------|
| <b>I. <u>Technical Personnel</u></b>                                   |               |
| Project Manager PE .....   | \$166.00/hr.  |
| Staff Engineer .....   | \$106.00/hr.  |
| Assistant Construction Project Manager .....                           | \$90.00/hr.   |
| Testing Supervisor .....   | \$81.00/hr.   |
| Senior Construction Inspector/ODOT Prequal/Structures/Electrical ..... | \$81.00/hr.   |
| Construction Inspector .....   | \$65.00/hr.   |
| CAD Design/Drafting .....  | \$60.00/hr.   |
| Field Technician (Soil/Concrete/Asphalt) .....                         | \$50.00/hr.   |
| Construction Admin .....   | \$59.00/hr.   |
| <br>   |               |
| <b>II. <u>Soil Testing</u></b>   |               |
| Moisture-Density Relationship ASTM D 698 .....                         | \$150.00 ea.  |
| Moisture-Density Relationship ASTM D 1557 .....                        | \$175.00 ea.  |
| Use of Nuclear-Density Meter ASTM D 2922 .....                         | \$35.00/day   |
| Use of Dynamic Penetrometer .....                                      | \$100.00/day  |
| Dynamic Penetrometer Lost Points .....                                 | \$12.00 ea.   |
| California Bearing Ratio ASTM D 1883 .....                             | \$600.00 ea.  |
| California Bearing Ratio ASTM D 1883 - w/Proctor .....                 | \$750.00 ea.  |
| Visual Classification ASTM D 2488 .....                                | \$8.00 ea.    |
| Particle Size Analysis ASTM D 422* .....                               | \$65.00 ea.   |
| Particle Size Analysis w/Hydrometer* .....                             | \$100.00 ea.  |
| Moisture Content Determination ASTM D 2216 .....                       | \$8.00 ea.    |
| Atterberg Limits (Liquid & Plastic) ASTM D 43 18-64 .....              | \$65.00 ea.   |
| Specific Gravity ASTM D 854 .....                                      | \$75.00 ea.   |
| Specific Gravity of Coarse Aggregate ASTM C 127 .....                  | \$75.00 ea.   |
| Organic Content AASHTO T 267 .....                                     | \$40.00 ea.   |
| Shrinkage Limits ASTM D 427 .....                                      | \$150.00 ea.  |
| Unconfined Compressive Strength of Rock (ASTM D 2938) .....            | \$60.00 ea.   |
| Visual Classification of Rock .....                                    | \$20.00/5 ft. |
| Ph .....   | \$12.00 ea.   |

\* Bulk Samples > 5 lbs. add \$30.00/test  
 \*\* Recompacted samples add \$50.00/test







**2019 CONSTRUCTION TESTING SERVICES  
FEE SCHEDULE**

| <u>DESCRIPTION</u>   | <u>RATE</u>  |
|--|--------------|
| <b>III. <u>Concrete Testing</u></b>                              |              |
| Compressive Strength Test ASTM C 39.....                         | \$15.00 ea.  |
| Concrete Cylinder Molds.....                                     | \$2.00 ea.   |
| Use of Concrete Test Equipment.....                              | \$35.00/day  |
| Compressive Strength Test using "Windsor Probe" ASTM C 803 ..... | \$50.00 ea.  |
| Use of Windsor Probe.....  | \$100.00/day |
| Concrete Coring (2-Man Crew) ASTM C 42.....                      | \$120.00/hr. |
| Concrete Beams ASTM C 31 .....                                   | \$60.00 ea.  |
| Use of Pavement Coring Equipment .....                           | \$100.00/day |
| <b>IV. <u>Asphalt Testing</u></b>                                |              |
| Extraction Test ASTM D 2172 and Gradation .....                  | \$200.00 ea. |
| Marshal Test .....   | \$100.00 ea. |
| A.C/Gradation .....  | \$220.00/hr. |
| Viscosity (ASTM D 977).....                                      | \$200.00/hr. |
| Particle Size Analysis.....                                      | \$75.00 ea.  |
| Asphalt Coring (2-Man Crew) ASTM C 42.....                       | \$120.00/hr. |
| Use of Pavement Coring Equipment .....                           | \$150.00/day |
| <b>V. <u>Expenses</u></b>  |              |
| Truck Rate .....   | \$35/Day     |

**NOTES:**

- Technician rates are portal to portal. Overtime rates apply after 40 hours of the standard rate for any one weeks charge, along with all weekend work, upon approval from the Client.
- There will be a \$15/hr premium charge for over time.
- We require a 24-hour notice when any of our personnel are needed in the field.



November 5, 2019

Shawn Mason, PE  
Prime Engineering  
4701 Creek Road  
Suite 227  
Cincinnati, Ohio 45242

RE: Inspection Services – HAM SR 126 US 22-20.00 13.19  
TEC PN: 19149-P04

Dear Mr. Mason:

TEC Engineering, Inc. is pleased to submit a response to your request for proposal for the inspection services of the HAM SR 126 US 22-20.00 13.19 project.

**Scope of Work:**

TEC will provide a traffic signal inspection of the HAM SR 126 US 22-20.00 13.19 project. This includes the one (1) permanent signal, two (2) temporary signals and street lighting system included in the project including the wiring and controller to determine its conformance with the ODOT Construction and Material Specifications. In addition, TEC will review the controller, timing and phasing to determine any potential faults or conflicts. TEC will use only highly qualified personnel to perform the inspections. Inspectors will be IMSA Certified Traffic Signal Level II and ODOT prequalified. TEC Engineering's extensive traffic signal experience assures our current knowledge of the ODOT Construction and Material Specifications.

TEC will conduct an overhead, as well as a ground inspection including all wiring, pullboxes, pushbuttons, signal heads, signal cabinet, grounding, etc.

**Fee:**

Our fee for the entire scope listed above will be ***nineteen thousand nine hundred eighty two dollars (\$19,982)***. This project will be billed to you on a time and expense, not to exceed basis. TEC will use our ODOT inspection billing rates based upon our most recent approved overhead rate.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project. If you have any question regarding this proposal, please call me at (513) 701-9804.

Sincerely,



Edward R. Williams, PE, PTOE, RSP  
Vice President

Exhibit "A"

SR126 - US22 Interchange Improvement Project - TEC

| Classification   | Anticipated Man Hours | Over Time | RATE | Units | Cost to Project    |
|------------------|-----------------------|-----------|------|-------|--------------------|
| Inspector        | 112                   |           | 105  | Hour  | \$11,760.00        |
| Inspector (OT)   |                       | 28        | 152  | Hour  | \$4,256.00         |
| Project Engineer | 6                     |           | 122  | Hour  | \$732.00           |
| Project Manager  | 21                    |           | 154  | Hour  | \$3,234.00         |
|                  |                       |           |      |       | <b>\$19,982.00</b> |

February 1, 2020      Start  
July 1, 2021        Finish

7 MOT Phases  
2 Days / MOT  
14 Working Days



# Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Agreement No.:   
 C-R-S:   
 Firm Name:

Company Overhead:

Average Overhead:

Cost of Money:

Net Fee %:

The company records OT premium as:

Does the company anticipate billing overtime?

| Classification                  | 1.5X OT? | Avg. Raw Rate | Overhead | C.O.M  | Net Fee | Computed Straight Time/OT Exempt Billing Rate <sup>1</sup> | Computed Overtime Billing Rate <sup>1</sup> |
|---------------------------------|----------|---------------|----------|--------|---------|--|---|
| <b>Project Manager</b>          | No       | \$52.88       | \$85.20  | \$0.57 | \$14.93 | \$154  | \$154                                       |
| <b>Project Engineer</b>         | No       | \$42.00       | \$67.67  | \$0.45 | \$11.86 | \$122  | \$122                                       |
| <b>Design Engineer</b>          | No       | \$29.57       | \$47.64  | \$0.32 | \$8.35  | \$86   | \$86  |
| <b>Associate</b>                | No       | \$64.00       | \$103.12 | \$0.68 | \$18.07 | \$186  | \$186                                       |
| <b>Senior Technician</b>        | No       | \$26.92       | \$43.37  | \$0.29 | \$7.60  | \$78   | \$78  |
| <b>Professional Surveyor</b>    | No       | \$40.00       | \$64.45  | \$0.43 | \$11.29 | \$116  | \$116                                       |
| <b>Associate Tech/Inspector</b> | Yes      | \$36.00       | \$58.00  | \$0.39 | \$10.16 | \$105  | \$152                                       |
|                                 | 0 Yes    |               |          |        |         | N/A  | \$0   |
|                                 | unknown  |               |          |        |         | N/A  | \$0   |
|                                 | unknown  |               |          |        |         | N/A  | \$0   |
|                                 | unknown  |               |          |        |         | N/A  | \$0   |
|                                 | unknown  |               |          |        |         | N/A  | \$0   |

<sup>1</sup> **Note:** Rounded the nearest dollar.



OHIO DEPARTMENT OF TRANSPORTATION  
Mike DeWine, Governor Jack Marchbanks, Ph.D., Director

1980 W. Broad Street, Columbus, OH 43223  
614-466-7170  
transportation.ohio.gov

Cognizant Review Certificate No. 19121-SPG-03CR

May 2, 2019

Mr. Anton R. Rasiah  
Chief Financial Officer  
Prime Construction Management and Survey, Inc.  
8415 Pulsar Place, Suite 300  
Columbus, OH 43240

Dear Mr. Rasiah:

We have performed a cognizant review of the audit and supporting workpapers of the Statement of Direct Labor, Fringe Benefits, and General Overhead (indirect cost rate schedule) of your firm for the year ended December 31, 2018 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Brady Ware & Schoenfeld. The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate schedule was prepared in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31.

Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates as recommended in the *AASHTO Uniform Audit & Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*. During our cognizant review, nothing came to our attention that caused us to believe that the CPA's audit procedures, audit report, and supporting workpapers for the indirect cost rate schedule did not conform in all material respects to the aforementioned regulations and auditing standards.

**Conclusion.** We recommend acceptance of the following rates, computed based on direct labor costs incurred on A/E projects:

|                                       |         |
|---------------------------------------|---------|
| Corporate Indirect Cost Rate          | 120.67% |
| Facilities Capital Cost of Money Rate | 0.09%   |

Thank you for your assistance during our review.

Respectfully,

Gregory Stephens  
External Audit Manager  
Division of Finance  
Office of External Audits



OHIO DEPARTMENT OF  
TRANSPORTATION

CONSULTANT INDIRECT COST RATE  
APPROVAL CERTIFICATE NO. 01842019-SPG-01

Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT hereby approves use of the following rates on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.

|   |                       |
|---|-----------------------|
| Company Name:                                       | TEC Engineering, Inc. |
| Based on Actual Costs Incurred for Fiscal Year End: | 12/31/2018            |
| Effective Date (Approval Date):                     | 07/03/2019            |

**APPROVAL TYPE:**

This approval is granted based on a limited, correspondence desk review of your company's cost submission. This approval does *not* constitute an audit or cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.

**CONCLUSION.** The following rates were accepted as submitted.

|   |         |
|---|---------|
| Corporate Indirect Cost Rate:                 | 161.12% |
| Facilities Capital Cost of Money (FCCM) Rate: | 1.07%   |

*Note: The approved rates should be used for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be electronically submitted to the ODOT Office of External Audits via email (ODOT.Cost.Submissions@dot.state.oh.us). The submission is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx>. Failure to submit timely may result in the loss of your ODOT prequalification.*

**OVERTIME PREMIUM:**

Treatment of overtime premium is determined based on your company's policies. Overtime premium must be allocated consistently, regardless of customer, contract type, reimbursement method, or individual contract terms. Companies that treat all overtime premium as an indirect cost must bill/invoice overtime hours at the straight-time pay rate. In these instances, overtime premium is included as part of the indirect cost rates listed above.

Based on the information submitted by your company:

- Project-related overtime premium is allocated to direct cost objectives and is eligible to be billed/invoiced as a direct cost on ODOT projects. Overtime premium that is not project related is included in the indirect cost pool.
- All overtime premium is allocated to the indirect cost pool; accordingly, the premium may not be invoiced as a direct cost on ODOT projects.

Please send a return message to confirm receipt of this certificate. Thank you for your assistance during this review.

Manager approval by:

Scot P. Gormley

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|----------------------------|--|
| Posted to Master Schedule: | <input checked="" type="checkbox"/>  |
| CSS Database Updated:      | <input checked="" type="checkbox"/>  |
| OEA Auditor:               | <input checked="" type="checkbox"/> AA <input type="checkbox"/> LH <input type="checkbox"/> TE |
| RA Tier:                   | <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3    |