

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 12th day of June 2017 , 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 WSP USA Inc., a Foreign Profit Corporation, whose principle office address is located at One Penn Plaza, New York, NY 10119, hereinafter referred to as "Consultant":

WHEREAS, the County desires Construction Engineering Inspection (CEI) services under a continuing contract; and

WHEREAS, the Consultant desires to render certain Construction 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

- 2.1 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.
- 2.2 The services shall be performed on an "as needed" basis per project and by Work Authorization to this contract. Each Work Authorization shall be approved by the Board of County Commissioners or their authorized designee.

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 the Director of 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 first written. 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 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 Director of Public Works, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid 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 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.

5.4 Final Invoice per Project: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County, this indicates that all services have been performed and all charges

and costs have been invoiced to the County and that there is no further work to be performed on the specific project.

5.5 Each project shall have its own specific value on a "stand alone" basis.

5.6 Labor Unit rates shall be established at the beginning of this Agreement and may be adjusted annually upon written agreement of the parties beginning with the next assigned project issued after the anniversary date of the Agreement. The labor unit rates are set forth in Exhibit B.

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 work authorizations, written amendments, modifications or addenda to this Agreement.

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

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 attorney's fees, to the extent caused by 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 - GENERAL INFORMATION AND INSURANCE REQUIREMENTS

14.1 COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

14.1.2 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited
Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

14.1.3 AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident \$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

14.1.4 EXCESS/UMBRELLA LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

14.1.5 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Project Specific - Each Occurrence/Annual Aggregate	1,000,000
Or	
Non-Project Specific – Each Occurrence/Annual Aggregate	3,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and

Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating

Classification/Financial Category of the insurer as published in the latest edition of 'Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type,

quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s). The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

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 Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC**

RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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
904-530-6040
Fax: 904-321-5917

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

CONSULTANT:

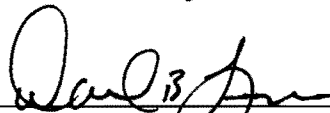
Parsons Brinckerhoff
1075 Oakleaf Plantation Parkway
Suite 300
Orange Park, FL 32065
Tel: 904-406-9532
Email: stanfordpb@pbworld.com

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. 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.

**Nassau County,
Board of County Commissioners**



DANIEL B. LEEPER

Its: Chairman

Date: June 12, 2017

ATTEST TO CHAIR
SIGNATURE



JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency:



MICHAEL MULZIN

MES
06-13-17

ATTEST:

WSP USA Inc.

[Signature]
(Corporate Secretary)

[Signature]
Signature of President/Owner

Hillary Tassan
Type/Print Name of Corporate Secy.

Robert M. Clifford
Type/Print Name of President/Owner

(CORPORATE SEAL)

Date: May 9, 2017

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
COUNTY OF Hillsborough :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Robert M. Clifford, of, WSP USA INC Foreign Profit Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 9th day of May, 2017

[Signature]
Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public



- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

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

1. SAMPLING AND TESTING

- 1.1 The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents for roadway reconstruction utilizing Full Depth Reclamation (FDR) procedures. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide and the Contract Documents shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.
- 1.2 The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials, soil cement and/or soil with emulsion mix designs and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
- 1.3 Nassau County will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.
- 1.4 Sampling, testing and laboratory methods shall be as required by the FDOT Standard Specifications, Supplemental Specifications or as modified by the Supplementary Conditions & General Requirements of the Construction Contract.
- 1.5 Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.
- 1.6 The Consultant shall be responsible for transporting samples to be tested.
- 1.7 The Consultant will compare verification testing test results and with the contractors Quality Control testing information and notify Nassau County of any failing samples.
- 1.8 **Testing Laboratory** must be FDOT approved.

2.0 QUALITY ASSURANCE CERTIFICATION

- 2.1 Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes.
- 2.2 An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, Department procedures, and according to the contract documents.

3.0 PERSONAL QUALIFICATION/REQUIREMENTS

3.1 SENIOR INSPECTOR/ High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned. Must have the following:

3.1.1 Qualifications:

CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
FDOT Intermediate MOT
CTQP Final Estimates Level I

3.1.2 Responsible for performing CEI services for the project which will consist of roadway construction utilizing conventional paving, roadway widening, Full Depth Reclamation (FDR) method of sub-grade and base preparation, intersection modifications (including signalization), bridge/culvert repair and construction inspection, signing and marking and support of the County's Pavement Management Program, as requested. Including field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Nassau County.

3.2 INSPECTOR/- High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

3.2.1 Qualifications:

CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Final Estimates Level I
IMSA Traffic Signal Technician Level 1 (Note: No later than one year from execution of the contract, consultant must provide an IMSA Traffic Signal Inspector for any assigned Work Authorizations which include signalization elements in the project)

3.2.2 Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.



**PARSONS
BRINCKERHOFF**

Attachment "B" CM2419
Bid/RFP NO. NC16-09

**NASSAU COUNTY - Continuing Contracts for CEF Services - NC16-029
Wage and Bill Rate Certification**

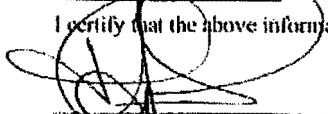
Parsons Brinckerhoff, Inc.

Salary	OH Rate (audited)	Profit	Expense %	FCCM	Multiplier
1.0	110.92%	36%	26.35%	0.250%	
1.0	1.1092	0.36	0.2635	0.00250	2.74

Consultant Position/Employee Sampling	Current 2017 Rate	2017 Average Rate	Bill Rate
Sr Project Engineer			2.74
P. Stanford	\$ 77.06	\$62.31	\$170.73
H. Le	\$ 36.84		
J. VanSteenburg	\$ 73.03		
Project Administrator			
J. D. Barberic	\$ 56.73	\$41.78	\$114.48
H. Le	\$ 36.84		
A. King	\$ 41.92		
R. D. Hollis	\$ 31.64		
Contract Support Specialist			
H. Le	\$ 36.84	\$34.24	\$93.82
R. D. Hollis	\$ 31.64		
Senior Inspector			
D. DiIillio	\$ 36.83	\$33.48	\$91.74
M. Storch	\$ 30.30		
T. W. Carter	\$ 33.31		
Inspector			
H. Peterson	\$ 26.72	\$26.36	\$72.23
R. Alexander	\$ 28.86		
J. Johnson	\$ 23.50		
Administrative Assistant			
K. Rossi	\$ 20.81	\$22.66	\$62.07
S. Gillar	\$ 24.50		

Certification of Payroll:

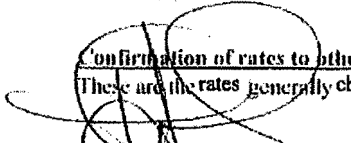
I certify that the above information is true and accurate as of this date.


Kenneth B. Spillet
Sr. Vice President

2/27/17
Date

Confirmation of rates to other county governmental entities.

These are the rates generally charged to other government entities.


Kenneth B. Spillet
Sr. Vice President

2/27/17
Date



2017-2018
PUBLISHED FEE SCHEDULE
FOR
CONSTRUCTION MATERIALS TESTING AND
INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
 Jacksonville, Florida 32246
 (904) 641-1993
 (904) 645-0057

FIELD INVESTIGATION

Unit Cost/Unit

FIELD TESTING

Earthwork

In-Place Density Testing	Hour	\$50.00
Nuclear Soil Testing (minimum of 3 density tests per scheduled trip)	Test	\$25.00
In-Place Density Testing (OT) (minimum of 3 density tests per scheduled trip)	Test	\$30.00
Footing Inspection (with dynamic cone penetrometer and hand auger)	Hour	\$60.00
Proof Rolling (Senior Technician)	Hour	\$60.00
Soil Classification	Each	\$85.00
Sample Pick up Charge/Trip Charge	Each	\$85.00
Standby Time	Hour	\$50.00

Concrete

Concrete Technician	Hour	\$50.00
Concrete Cylinders - One Set of 3 Concrete Cylinders (includes air, slump)	Test	\$85.00
Concrete Cylinders - One Set of 3 Concrete Cylinders (OT)	Test	\$150.00
Additional Concrete Cylinders	Each	\$20.00
Concrete Mix Design	Each	\$600.00
Concrete Mix Verification	Each	\$200.00
Mobilization of Concrete Coring	Each	\$375.00
4" Concrete Core	Each	\$125.00
6" Concrete Core	Each	\$145.00
Sample Pick up Charge/Trip Charge	Each	\$85.00
Standby Time	Hour	\$50.00
Drilled Shaft Inspector	Hour	\$65.00
Drilled Shaft Inspector (OT)	Hour	\$97.50

Asphalt

Asphalt Technician (Certified FDOT) - Plant	Hour	\$75.00
Asphalt Technician (Certified FDOT) - Roadway	Hour	\$65.00
Extraction and Gradations, ASTM D-2172 and ASTM C-136	Test	\$300.00
Field Density Method, ASTM D-2922	Test	\$25.00
Thickness Verification	Test	\$25.00
Mix Design (four points - Marshall)	Test	\$675.00
Marshall Stability & Flow	Test	\$180.00
Mobilization of Asphalt Coring Equipment	Each	\$400.00



2017-2018
PUBLISHED FEE SCHEDULE
FOR
CONSTRUCTION MATERIALS TESTING AND
INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
 Jacksonville, Florida 32246
 (904) 641-1993
 (904) 645-0057

FIELD INVESTIGATION

	Unit	Cost/Unit
4" Asphalt Core with Base Depth Check	Each	\$125.00
4" Asphalt Core	Each	\$85.00
6" Asphalt Core with Base Depth Check	Each	\$145.00
6" Asphalt Core	Each	\$105.00
Standby Time	Hour	\$65.00

Non-Destructive Testing (NDT)

Radiographic Examination

Two man crew & equipment	Hour	\$150.00
Mobile Darkroom	Mile	\$1.00
Fim Charge (4.5 * 10)	Each	\$9.00
Fim Charge (4.5 * 17)	Each	\$9.50
Source Charge	Day	\$25.00

Magnetic Particle Examination

Level II Technician & Equipment	Hour	\$75.00
Materials		Cost + 10%

Liquid Penetrant Examination

Level II technician & equipment	Hour	\$75.00
Materials		Cost + 10%

Ultrasonic Examination (Thickness/shearwave)

Level II technician & equipment	Hour	\$75.00
Materials		Cost + 10%

Visual Examination

AWS/ASME	Hour	\$75.00
Welder Coupon Test (X-Ray Only) at Our Shop	Each	\$85.00
ASNT Level II	Hour	\$150.00
Structural Bolt Inspection	Hour	\$65.00
Truck Mileage Charge	Mile	\$1.00
ASME Pressure Vessel Engineer	Hour	\$200.00
ASME Pressure Vessel Rerate		TBD
Geo Vibration Monitoring	Day	\$500.00



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 (904) 641-1993
 (904) 645-0057

FIELD INVESTIGATION

Unit Cost/Unit

LABORATORY TESTING

Aggregates

Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$65.00
Soundness AASHTO T104	Each	\$450.00
Specific Gravity/Absorption Coarse AASHTO T85	Each	\$51.67
Total Moisture Content by Drying AASHTO T255	Each	\$30.00

Asphalt

Bulk Specific Gravity FM 1-T166	Each	\$35.00
Content FM 5-563	Each	\$120.00
Gradation FM 1-T030	Each	\$63.19
Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Each	\$450.00
Los Angeles (LA) Abrasion Small Agg FM 1-T096	Each	\$425.00

Concrete

Beam Flexural Testing ASTM C78	Each	\$50.00
Compressive Strength of Grout\Mortar ASTM C109	Each	\$22.00
Cylinder Curing, Capping & Breaking ASTM C39	Each	\$25.00
Drilled Cores & Sawed Beams ASTM C42	Each	\$30.00
Pavement Coring - 4" Dia	Each	\$125.00
Concrete Pavement Coring - 6" Dia	Each	\$110.00

Soils

Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$67.50
Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$75.00
Consolidation - Constant Strain ASTM D4186	Each	\$450.00
Consol-Extend Load Incrmnts AASHTO T216	Day	\$40.00
Corrosion Series FM 5-550 through 5-553	Test	\$225.00
Field Vane Shear Test ASTM D2573	Test	\$95.00
Hydrometer Only AASHTO T88	Test	\$100.00
Limerock/California Bearing Ratio (LBR/CBR) FM 5-515	Test	\$335.00
Liquid Limit AASHTO T89	Test	\$50.00
Materials Finer than 200 Sieve FM 1-T011	Test	\$33.00
Miniature Vane Shear Test ASTM D4648	Each	\$5.00
Moisture Content Lab AASHTO T265	Each	\$21.00



2017-2018
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INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
 Jacksonville, Florida 32246
 (904) 641-1993
 (904) 645-0057

FIELD INVESTIGATION

	Unit	Cost/Unit
Moisture Content Microwave AASHTO D4643	Test	\$15.00
Organic Content Ignition FM 1 T-267	Test	\$37.00
Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$150.00
Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$65.00
Permeability Constant Head AASHTO T215	Test	\$365.00
Permeability Falling Head FM 5-513	Test	\$365.00
pH Soil or Water FM 5-550	Test	\$25.00
Plastic Limit & Plasticity Index AASHTO T90	Test	\$49.00
Proctor Modified FM 1-T180	Test	\$135.00
Proctor Standard AASHTO T99	Test	\$135.00
Resistivity Soil or Water FM 5-551	Test	\$55.00
Specific Gravity AASHTO T100	Test	\$70.00
Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$120.00
Sulfate Soil or Water FM 5-553	Test	\$50.00
Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	\$185.00
Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	\$185.00
Tri Unconsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	\$150.00
Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$115.00
Unconfined Compress - Soil AASHTO T208/ASTM D2166	Each	\$140.00



WSPHOLD-01

LEMONR1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057	CONTACT NAME: JLT Service Team PHONE (A/C, No, Ext): (713) 325-7605 FAX (A/C, No): (713) 789-0415 E-MAIL ADDRESS: wspcertrequests@jltus.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: QBE Specialty Insurance Company	NAIC # 11515
INSURED	
WSP USA Inc. One Penn Plaza New York, NY 10119	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			QPL0022630	11/01/2016	11/01/2017	Per Claim/Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION

188812 - Nassau County Contract CM2419/Bid No. NC16-029 - Professional Construction Engineering and Inspection Services

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Contract Management 96135 Nassau Place, Suite 6 Yulee, FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY JLT Specialty Insurance Services Inc.		NAMED INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Subject always to policy terms, conditions and exclusions, Nassau County Board of County Commissioners are named as Additional Insured (excluding Workers' Compensation and Employers' Liability) but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract.

Subject always to policy terms, conditions and exclusions, Waiver of Subrogation is granted in favor of Nassau County Board of County Commissioners but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract.

The policies certified hereon are primary and non-contributory only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract and subject always to policy terms, conditions and exclusions.



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.
GLO9835819-04	04-01-2017	04-01-2018	04-01-2017	65-400-000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA CORP., PARSONS BRINCKERHOFF GROUP INC.

Address (including ZIP Code):

45th STREET 3RD FLOOR
NEW YORK, NY 10017

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Policy Number: AS7-621-094060-037
Issued by: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

WSP USA INC.

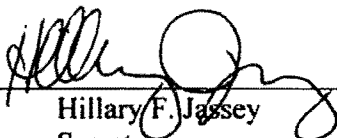
SECRETARY'S CERTIFICATE

I, Hillary F. Jassey, Secretary of WSP USA Inc. (the "Corporation"), do hereby certify on behalf of the Corporation and not in my individual capacity that on June 1, 2015 the Board of Directors of the Corporation adopted the following resolution:

"RESOLVED, that parties authorized by the Delegation of Authority may sign RFPs, RFQs and any resulting project contracts or amendments in accordance with the Delegation of Authority."

I further certify that the resolution has not been revoked and that, as an Area Manager of the Corporation, Robert M. Clifford is authorized by the Delegation of Authority to sign prime agreements, amendments, and task work orders, between Nassau County, the State of Florida, and the Corporation.

This Certification is valid from 10 May 2017 until 30 June 2017, at which time the responsibilities and authority conferred by this certificate will expire.


Hillary F. Jassey
Secretary

May 10, 2017

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
WSP USA Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) 5
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
One Penn Plaza - 2nd Floor

6 City, state, and ZIP code
New York, NY 10119

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

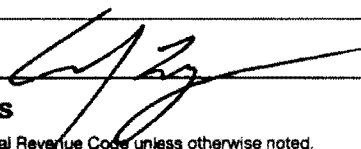
Social security number									
or									
Employer identification number									
1	1								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 5/1/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Melissa Lucey

From: Charlotte Young <cyoung@nassaucountyfl.com>
Sent: Thursday, January 18, 2018 4:17 PM
To: Brenda Linville
Cc: Peggy Snyder; Melissa Lucey
Subject: FW: Nassau County CEI Contract - CM2419/RFPNC16-019
Attachments: Nassau Cty CM2419-RFP NC16-019 .pdf

For your contract file – see attached resumé from WSP for Sr Project Engineer

From: Becky Bray
Sent: Thursday, January 18, 2018 3:04 PM
To: Charlotte Young <cyoung@nassaucountyfl.com>
Subject: FW: Nassau County CEI Contract - CM2419/RFPNC16-019

Charlotte,

FYI

Becky Hiers-Bray, P.E.
Interim Public Works Director/Road & Bridge Director
96161 Nassau Place
Yulee, FL 32097
(904) 530-6225 Phone
(904) 491-3611 Fax
bbray@nassaucountyfl.com

From: Cianci, Charlene [<mailto:Charlene.Cianci@wsp.com>]
Sent: Thursday, January 18, 2018 2:55 PM
To: Becky Bray <bbray@nassaucountyfl.com>
Cc: Smith, Paul <Paul.Smith@wsp.com>; Knapp, Donna <Donna.Knapp@wsp.com>
Subject: Nassau County CEI Contract - CM2419/RFPNC16-019

Good afternoon Becky,

RE: CEI Contract No. CM2419/RFP NC16-019

Attached is our formal request to change the Sr. Project Engineer position from Patrick Stanford to Paul Smith, on the above referenced project, for your records.

Please let me know if there is anything further that is needed in order for this to be approved.

I understand that Paul has already reached out to you and Nassau County.

Thank you,

Charlene Cianci
Assistant Vice President
Field Services Manager



Phone: 813 520 4369
Cell: 813 334 5098

Email: Charlene.Cianci@wsp.com
Please note I have a new email address.

WSP USA
2202 N. West Shore Blvd.
Suite 300
Tampa, FL 33607

WSP | Parsons Brinckerhoff is now WSP

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.



January 18, 2018

Attn: Becky Hiers-Bray, P.E.
Nassau County Road & Bridge Director
37356 Pea Farm Road
Hilliard, FL 32046

RE: CEI Contract No. CM2419/ RFP NC16-019

Dear Becky:

With the departure of Patrick Stanford from WSP, we respectfully submit the resume of Paul Smith, P.E., to fulfill the role of Sr Project Engineer; it is my understanding that Paul has already contacted you in regards to the upcoming tasks.

Mr. Smith's contact information is as follows:

Email: Paul.Smith@WSP.com

Cell: 813-382-4251

Direct: 813-520-4354

Please contact me, or Paul, should you need additional information.

Sincerely,

WSP USA Inc.

A handwritten signature in blue ink that reads "Charlene Cianci".

Charlene Cianci
Assistant Vice President
CS Field Services Manager – FL

Cc: Paul Smith, P.E.

WSP USA
Suite 300
2202 North West Shore Boulevard
Tampa, FL 33607

Tel.: +1 813 520-4444
Fax: +1 813 520-4290
wsp.com



PAUL D. SMITH, P.E.

Senior Supervising Construction Engineer



Years with the firm

25

Years total

49

Professional Registrations

Professional Engineer:
Florida, 1990 (42403);
Indiana, 2002 (10201194);
New York, 1989 (066239-1);
Illinois 2002 (062-055968)

CAREER SUMMARY

Paul Smith has provided construction management services for numerous bridge, office, aero propulsion, commercial, and power plant facilities. Specializing in project administration, scheduling, and final claims preparation, as well as settlement and litigation support, his responsibilities have included contract management, change order preparation, shop drawing review, proposal preparation and negotiations. Paul's project assignments for WSP have included resident engineer, project manager, program director, project engineer, claims analyst, and peer review. This work has included document discovery review, dispute resolution, presentations to dispute review boards, development of arguments and presentation strategies, value engineering analysis, contractor performance evaluation, preparation of expert opinions in preparation for litigation and schedule reviews including "as-built, but for," and true as-builts from inspectors' Daily Work Reports for a wide variety of tunnel, roadway, bridge, and airport projects. A majority of the claims on roadway and bridge projects stem from differing site conditions, while installing drilled shafts, piling, sheet pile, and cofferdams.

EDUCATION

B.S., Civil Engineering, University of Maine, Orono, Maine

1968

QUALIFICATIONS/CERTIFICATION/TRAINING

Construction Training/Qualification Program (CTQP):

- Asphalt Paving Technician Level I & II
- Quality Control (QC) Manager

FDOT and other Certifications/Training:

- Advanced Maintenance of Traffic (MOT)
- OSHA 30-Hour Safety
- ATSSA Traffic Supervisor
- Troxler Nuclear Testing Training

PROFESSIONAL MEMBERSHIPS

Association of Drilled Shaft Contractors (ADSC)	1996 - 2010
American Welding Society (AWS)	1996 - present
American Society of Civil Engineers (ASCE)	1992- present
Heavy Movable Structures, Inc.	2000 - present

PROFESSIONAL EXPERIENCE

Project Management

- Design-Build (D-B) Interstate-75 (I-75) from north of State Road (SR)/County Road (CR) 54 to north of SR 52, Tampa, Florida: senior project engineer on this a four-lane divided, rural principal arterial highway which will be widened to a six, 12-foot lane divided facility with median barrier. This 70-mph mainline section will have three,



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12-foot travel lanes in each direction. SR 52 will have a pedestrian walkway and dedicated bicycle lanes will be on both sides of the roadway. Other items include two frontage roads, a sound barrier wall and a drainage system. Client: FDOT District Seven. Dates: 4/2014 – 9/2017. 173910

— Wells Street Bridge Rehabilitation, Chicago, Illinois: project manager, schedule and claims mitigation manager for this historic double-decked bridge in downtown Chicago that carries vehicular and pedestrian traffic from the River North area into the Loop, as well as the Brown and Purple “L” lines across the main branch of the Chicago River. The project consisted of complete structural and electrical rehabilitation of a two-level bascule bridge, mechanical rehabilitation of the Center and Heel locks, lead paint removal and painting of the entire bridge as well as a complete renovation of the bridge house. The electrical rehabilitation consisted of converting the power supply for the north leaf from CTA supplied DC feed to a new 480V 3 phase 800 A service from Com Ed. Client: Chicago Department of Transportation. Dates: 10/2012 – 5/2014. 183248

— Gilmerton Bridge Replacement over the South Branch Elizabeth River, Chesapeake, Virginia: project manager for this \$138-million project, which consisted of a vertical lift bridge that replaced the existing double-span bascule bridge. Project components included installation of new utilities and embankment, 18- and 24-inch pre-cast concrete piles, 5'-0" and 12'-0" drilled shafts up to 172 feet deep, structural steel towers and lift span, and mechanical and electrical systems. This project had full Federal Highway Administration (FHWA) oversight. Client: Virginia Department of Transportation. Dates: 8/2009 – 3/2011. 173149

— Card Sound Road Bridge, Key Largo, Florida: project manager for the \$5-million completion of repairs on the Card Sound Road Bridge and several small bridges. Responsible for project management including monitoring contractor progress and inspection of all aspects of the rehabilitation including painting, pile jacket removal/installation, flat slab bridge replacement, spall repairs, crack injections and handrail replacements. Client: Monroe County. Dates: 8/2007 – 6/2008. 173668

— John's Pass Bridge, Treasure Island/Madeira Beach, Florida: bridge project administrator responsible for project management including monitoring the contractor's progress and the inspection of all construction aspects related to replacing two bascule bridges on the same alignment including demolition and removal of the existing bridge and construction of the new bascule bridge. Duties consisted of daily assignment of the inspection staff, interface with the contractor and design representatives for both the contractor and the Department. Kept the Department executives apprised of daily operations of the contractor on a weekly basis. Chaired the weekly contractor's progress meeting and monthly disputes review board meetings. Paul also reviewed RFI modifications to materials and procedures for conformance with design drawings and reviewed the baseline schedule and monthly updates of an early completion schedule for conformity with the project specifications and any slippages that occurred. Client: FDOT District Seven. Dates: 9/2005 – 6/2006. 71127

— Memorial Causeway Bridge, Clearwater, Florida: bridge project administrator/senior project engineer who assumed role of senior project engineer, in charge of the new bridge when the senior project engineer moved on to another project. Responsible for project management including monitoring the contractor's progress and inspection of all aspects of the completion of the balanced cantilever bridge, construction of eight half columns and the demolition and removal of the existing bridge and the four columns that had been damaged during construction. This project replaced the existing bascule structure with a new cast-in-place segmental concrete bridge founded on drilled shafts, approach work and street reconstruction. Duties consisted of daily



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assignment of the inspection staff, interface with the contractor and design representatives for both the contractor and the Department, monitoring the project schedule to assure all parties that the project would be completed on time. Paul kept Department executives apprised of daily contractor operations. Chaired the weekly contractor's progress meeting and quarterly disputes review board meetings. Client: FDOT District Seven. Dates: 12/2004 – 10/2005. 70815

— U.S. 41 (Business) Bascule Bridge Replacement, Venice, Florida: project administrator for this contract involving two projects — Hatchett Creek and South Venice. The majority of the roadwork on the Hatchett Creek project was milling and resurfacing, as well as the construction of two new bascule bridges and removal of the old bascule bridge. The South Venice project involved construction of a new bascule bridge over the Intracoastal Waterway (ICWW), as well as demolition of the existing pier from the top of the trunnion columns and reconstructing the upper portion of the pier and erecting new bascule leaves. Paul's duties included management of construction engineering and inspection (CEI) personnel, review of contractor's schedules, resolution of construction issues and preparation of claims documentation. He also chaired weekly construction progress meetings, monthly Dispute Review Board meetings and coordinated with the Engineer of Record and FDOT personnel on design-related items. Paul reviewed the contractors' schedules for compliance with the dates to open to traffic. He took the updated schedules and did a "but for" analysis in order to settle an outstanding claim. Client: FDOT District One. Dates: 11/2003 – 8/2005. 23695

— Emergency Repairs to 56th St. Bridge, Temple Terrace, Florida: project manager for an emergency 30 contract to revise the supports on an existing bridge over the Hillsborough River. Reviewed and approved jacking procedures for the Department, oversaw the inspection and work of the contractor and approved the final invoice of the contractor for the Department. Provided as-built drawings as part of the final record package and negotiated the extra work that was encountered for the Department. Client: FDOT District Seven. Dates: 1/2003 – 6/2003. 70893

— I-4 Auxiliary Lanes, Orlando, Florida: as senior project engineer, Paul had the duties to open up a new office and staff it with appropriate personnel for the \$85-million construction of auxiliary lanes through downtown Orlando. This project was set up as three design-build projects, the longest 12 miles from John Young Parkway to SR 436. The second project, approximately seven miles, started at SR 535 and ended at the Beeline. The third project, approximately four miles, started at the Beeline and ended at International Drive. The work consisted of milling resurfacing existing I-4, adding auxiliary lanes between interchanges, widening structures, modifying existing drainage lines, constructing new drainage ponds, review of design drawings and recommending approval to the Department. Monitored the contractors on a daily basis and submitted Inspector's Daily Reports denoting the work accomplished by each foreman on the project. Client: FDOT District Five. Dates: 7/2001 - 12/2001. 23780

- SR 436, Altamonte Springs, Florida: as part-time senior project engineer, Paul assumed the duties when the senior project engineer resigned. Paul had the overall responsibilities for managing the construction on a \$17-million construction contract consisting of 2.3 miles of new construction and widening of existing four lane roadway to six lanes. Project consists of box culverts extension, roadway base, asphalt paving, 41,656 LF of drainage pipe, 2,958 LF of jack and bore ranging in size from 18 inches to 72 inches in diameter, regular excavation, sub-soil excavation, underground utilities, roadway lighting, traffic signalization and pavement markings. In addition, the reconstruction contract included \$2 million in utility relocation as part of a Joint Project Agreement with the City of Altamonte Springs. Services included contract administration, survey control, construction inspection, materials sampling and



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testing, preconstruction conferences, plans and specification reviews, as-built records, schedule reviews, coordination of utilities relocations, progress estimates and weekly progress meetings. Client: FDOT District Five. Dates: 8/2000 – 9/2001. 23667

— Oversight of Florida's Turnpike Construction Program, Pompano Beach, Florida: as interim program director, Paul directed all administrative and technical duties related to running a \$120-million construction program. He prepared the annual five-year work plan for a staff of 60 WSP personnel and associated work authorizations for mainline and two expansion projects. Additionally, he handled all personnel and technical issues as required, including defaulting a major road building contractor in Tampa. Client: Florida's Turnpike Enterprise. Dates: 4/2001 – 10/2001. 23536

— Suncoast Parkway, Hillsborough, Pasco and Hernando Counties, Florida: deputy construction program manager responsible for oversight of program and construction management services for the \$250-million extension of the Veterans Expressway through Pasco and Hernando counties to U.S. 98, northwest of Brooksville. The program included 42 miles of roadway with 60 concrete and steel bridges. WSP managed seven CEI consultants, and provided constructability and maintenance of traffic reviews, value engineering, contract administration, public information coordination, claims/disputes resolution, geotechnical reviews, utility and environmental coordination, and quality assurance/quality control (QA/QC) development and implementation, all under Paul's direction. The toll plaza booths were founded on drilled shafts, three inches and approximately 90 foot deep. Client: Florida's Turnpike Enterprise. Dates: 6/1997 – 8/2001. 23536

— Flagler Memorial and Southern Boulevard Bascule Bridge Rehabilitation, West Palm Beach, Florida: resident engineer responsible for providing oversight for the two bridge projects during rehabilitation. Paul also provided scheduling services and assisted in resolving problems for the project engineer. This project consisted of a bascule rehabilitation with the removal of a Hopkins frame and replacing it with a hydraulic system. Flagler Memorial was a rework of the rolling leaf bascule. Client: FDOT District Four. Dates: 2/1995 – 2/1996. 23410

Project Controls / Claims

— SR 79 Design-Build (D-B) Multi-Lane Improvements, Vernon Florida: assumed schedule review duties when previous scheduler left firm. Client: FDOT District Three. Dates: 8/2015 - present.

— SR 72 (Stickney Point) from East of SR 758 to West of Beachwood Avenue, Siesta Key, Florida: CEI scheduler for the \$5.5-million rehabilitation of two bascule bridges and approach spans over the Intracoastal Waterway (ICWW) connecting SR 72 to SR 758 (Midnight Pass Road) on Siesta Key. Responsibilities included the review of the original schedule and recommended approval, subsequent updates for conformity with project specifications. Client: FDOT District One. Dates: 3/2015 – 3/2016.

— Anna Maria Island Bridge Rehabilitation, Bradenton, Florida: provided scheduling services and reviewed CEI work procedures on this \$11.5-million rehabilitation of a deteriorated bascule bridge. The bridge is located on SR 64/Manatee Avenue West, over Sarasota Pass and provides access from Bradenton to Anna Maria Island. Under the same contract, the firm provided inspection services for milling and resurfacing 2.52 miles of roadway on SR 64. Client: FDOT District One. Dates: 9/2007 – 6/2009.

— D-B Jewfish Creek Bridge (U.S. 1) Reconstruction, Key Largo, Florida: assisted the project manager on schedule issues associated with this \$329-million, 1.75-mile bridge featuring a 78-inch Florida Bulb-Tee superstructure on a foundation supported



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by drilled shafts. This high-rise bridge crossing the ICWW replaced an aging double-leaf bascule bridge at Jewfish Creek. The roadway widening included cement stabilization of the existing causeway, which consisted of dredged fill material. The cement-stabilized embankment supports a 10-foot paved shoulder to be used as an evacuation lane during hurricane events. Included in the road widening were several miles of seawall bulkheads, relocating two miles of a 36-inch water main for Florida Keys Aqueduct Authority and building a continuous median barrier wall creating a no-passing zone to control numerous head-on collisions. Reviewed and commented on baseline schedules prior to acceptance by the Department. As a technical resource, he provided services on an as-needed basis. Client: FDOT District Six. Dates: 2/2005 – 1/2011.

— North Texas Tollway: reviewed baseline schedules as submitted for compliance with specifications and plans. Provided monthly review and analysis of the updates that were submitted. This assignment had two separate contracts. The projects started in the late fall of 2008 and are scheduled to complete in 2011. The bridges were founded on small diameter drilled shafts three inches and 75 feet deep with shaft caps installed above. As this was upland, no seal slabs were required. Client: Dates: 4/2008 – 10/2011.

— Crosstown Commons, Minneapolis, Minnesota: provided schedule review and assisted with claims and schedule issues for the reconstruction of TH62 and I-35W. The project consisted of completely redoing 15 interchanges and adding noise walls throughout the project. Reviewed the initial base line schedule to assure that it was in compliance with the department standards and reviewing the bi-monthly schedules for accuracy and consistency, as well as attending monthly schedule meetings. The project was completed in the fall of 2010. This project had 90 noise and MSE walls, many tied into the existing ground. Client: Minnesota Department of Transportation. Dates: 11/2007 – 11/2010.

— North Charleston New Container Terminal, Charleston, South Carolina: this project reconstructed Bambridge Island into a new container terminal. Paul took the plans and developed a schedule in the manner a contractor would, to assure the client the work could be completed in the time allotted. The container area required wick drains and a settlement period for the upland portion of the terminal; however, the pier side required installation of sheet piling coffer cell and then moving dredge material into the cell to create the pier. Client: South Carolina State Ports Authority. Dates: 2/2008 – 11/2008.

— U.S. 70 Las Cruces, New Mexico: as part of a team, Paul developed schedules and cost analysis to refute two claims that a contractor had submitted. The projects were converting a four-lane rural stretch of highway from I-25 east to White Sands Missile range to a four-lane divided highway with frontage roads. This included the construction of 18 bridges. The contractor claimed \$14 million in damages on the two projects valued at \$40 million. Paul was a key presenter before the Claims Review Board (CRB). He also wrote the rebuttal position for the department. He also prepared and presented the state's position in the CRB Hearing, and a second hearing. The case was settled one month before trial. Client: New Mexico Department of Transportation. Dates: 7/2006 – 12/2008.

— Seismic Retrofit for the Austin-Bishop Grade Separation, Waimalu Viaduct, Honolulu, Hawaii: in a subconsultant role, Paul reviewed all of the schedule submittals of the contractor and commented on the schedule impact that inactions of the department had on the contractor. The claim was for differing site conditions in installing drilled shafts and anchor tie back systems for walls. He assessed the merits of the schedule impact from an impartial basis. Additionally, he responded to contractor correspondence. He negotiated a settlement for the department for one of the



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subcontractors and the prime in the final claims wrap up at the end of the project. Owner: Hawaii Department of Transportation. Dates: 2/2005 – 4/2007.

- Links Phase I, Tampa, Florida: developed a tentative construction schedule for WSP's successful pursuit of the CEI work. The schedule took into account multiple traffic phases and traffic restrictions in determining the best way to build the job and demolish existing structures in an urban environment. Estimated value was \$165 million with a duration of 2,060 days. Client: FDOT District Seven. Dates: 11/2005 – 4/2006.
- Fort Washington Way, Cincinnati, Ohio: on the reconstruction of I-71 and I-75 through downtown Cincinnati, Paul served as member of the claims team evaluating the claims submitted by the contractors for alleged extra costs. Paul was responsible for a defense strategy and document control for the records provided. Owner: Ohio Department of Transportation. Dates: 11/2001 – 11/2002.
- Sunshine Skyway Bridge, Palmetto, Florida: developed a detailed schedule working closely with the department's maintenance engineer to assure the work could be performed as planned. Discussed the schedule with two potential contractors and explained the rationale which was sound from the contractor's perspective. Drafted portions of the Technical Special Provisions for the project. Client: FDOT District Seven. Dates: 1/2003 – 12/2003.
- I-275 and I-4 Downtown Interchange, Tampa, Florida: developed a construction schedule to determine the contract duration. Reviewed the drawings as a contractor would and accounted for the many different constraints placed on the contractor from events, weather and traffic conditions. Accounted for traffic phases and work-arounds for all of the new bridges to be constructed, and removal of existing structures on the interchange of two existing interstate routes. Estimated value \$150 million with a duration of 1,500 days. Client: FDOT District Seven. Dates: 11/1997 – 11/2001.
- Interstate Route H-3, North Halawa Valley Viaduct, Oahu, Hawaii: reviewed major claims that the local staff could not resolve with the contractor, analyzed issues and worked toward resolving claims with the contractor for the largest public works construction project in Hawaii's history. WSP served as design management consultant for a 10.7-mile segment of the 16-mile, four-lane interstate connecting the windward and leeward sides of Oahu. WSP was involved with the H-3 project from the planning stages in the mid-1960s, and provided environmental, preliminary engineering, alignment modification, final tunnel and intelligent vehicle highway system (IVHS) design, design management, and construction management services. The H-3 project encompasses the Trans-Koolau Tunnels, two 1-mile, 43-foot-diameter highway tunnels; two 300-foot-long cut-and-cover tunnels; four one-mile concrete segmental viaducts; three miles of bridges; seven miles of construction access roads; and three major interchanges. WSP, in joint venture, served as construction manager for the Trans-Koolau Tunnel. Paul prepared the presentation for the DRB in conjunction with the state inspection staff and the engineer of record. Client: Hawaii Department of Transportation. Dates: 12/1992 – 7/1997.

PREVIOUS EXPERIENCE

Prior to joining WSP, Paul worked for a Florida-based engineering consulting firm for three years as a senior engineer. In this capacity, he performed claims analysis, which included document discovery review, deposition assistance, expert witness testimony and dispute resolution for various bridge, office building, and commercial facilities. Previous to this, Paul worked for a bridge construction company for 22 years in several



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high-level capacities providing claims analysis, construction management, and quality assurance services for numerous bridge, aero propulsion, generating, and nuclear power facilities. His project experience is detailed below.

Claims Analysis

- Senior Engineer: responsible for claims analysis for clients, including original estimates, actual work performed, and cost to complete on defaulted subcontractors; document discovery review and organization into pertinent issue files; issue analysis; deposition assistance; and dispute resolution for the following projects:
- Wierton-Steubenville Bridge, Wierton, West Virginia: the contractor filed suit against the client for additional costs incurred during construction of the asymmetrical, cast in situ, cable-stayed composite segmental bridge. The firm represented the designer and went through discovery and depositions. The firm also performed an as-built but for schedule analysis of the contractor's work. Paul performed a constructability review of the bid documents and designed a falsework system for the cantilevered form travelers. He was to have provided expert witness testimony for the engineer, but the case was resolved prior to trial.
- CSX Railroad Bridge, Panama City, Florida: the firm represented the owner and performed an as-built schedule analysis for this precast segmental concrete rail bridge.
- S.S. Admiral Rehabilitation, St. Louis: the firm represented the construction manager in a suit filed by the contractor regarding the rehabilitation of an old riverboat into an entertainment locale for residents in downtown St. Louis.

Bridges

- Manhattan Bridge Rehabilitation, New York City: construction engineer for the \$62 million bridge rehabilitation. Work involved renovation of the east and west upper approach roadways and removal and installation of new sway frames of the main span. Other project elements included removal and replacement of the existing upper and lower lateral bracing for the suspension span. The approach roadway work included removal and replacement of deck, stringers, and girders while providing maintenance of traffic and keeping tracks clear for subway traffic. Paul was responsible for review of revised contract drawings for changes in work scope; design review of subcontractor shop drawings for conformance with contract drawings and applicable codes; preparation and negotiation of change order proposals; preparation and negotiation of an initial claim for delays and damages incurred by the company as a result of the inactions of the customer; and preparation and analysis of a detailed critical path method (CPM) schedule in support of the claim.
- Sunshine Skyway Bridge, Tampa Bay, Florida: claims engineer for the replacement of the Sunshine Skyway Bridge across Tampa Bay. At 4.1 miles with a main span of 1,200 feet, this four-lane bridge is the longest cable-stayed concrete segmental bridge in the western hemisphere. At the time, this \$247 million project was the single most expensive transportation-related project in Florida's history. As part of the in-house claims preparation team, Paul was responsible for research and analysis for various portions of the delay claim submitted to FDOT. He developed the equipment charging rates employed in defending the claim and performed a damage analysis on the costs resulting from equipment failure early in the job.
- Northwest 5th Street Bridge over Miami River, Miami, Florida: performed a detailed bridge inspection of the bascule leaves and flanking spans, and wrote and submitted a report to the FDOT in accordance with the specifications. Additionally, Paul designed a falsework system that supported the leaves in the open position while the



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machinery, electric motors, drives and trunnions were rehabilitated. The falsework was designed for hurricane winds and the bridge was in the open position supported by falsework when Hurricane Andrew came ashore.

— William Preston Lane Memorial Bridge, Annapolis Maryland. Paul served as a Senior Field Engineer in charge of the erection of structural steel on the bridge. It consisted of Simple Girder Spans, three span continuous girders, three span continuous curved girders, deck truss, through truss and a suspension span. Paul did barge stability calculations to allow floating deck spans in at elevation, developed and erection scheme to erect a guy derrick on top of the tower to assist in the completion of the work on the suspension portion of the bridge. He sagged the guide strand and sagged a majority of the rest of the cables. This suspension bridge was a parallel wire preformed strands of 61 wires per strand and 61 strands per side. He also inspected each of the strands to assure that they met the Department standards.

Aero Propulsion Facilities

— Arnold Air Force Base Aero Propulsion System Test Facility, Tullahoma, Tennessee: structural engineer for the conversion of 57 acres of woods into a \$1.5 billion jet engine test facility. The wind tunnel was capable of testing a 100,000-thrust engine with full afterburner. The ducting installed ranged in size from 18 inches to 65 feet in diameter. All ducting was designed in accordance with American Society of Mechanical Engineers codes and was pressure tested accordingly. The 32-foot-inside diameter and 50-foot-long test cell simulated conditions from sea level to altitudes of more than 60,000 feet. Paul reviewed contract documents and specifications for changes in work scope for structural, civil, and mechanical disciplines; prepared and negotiated change orders and claims with the Air Force/Corps of Engineers; and provided contract administration for several material vendors, suppliers and subcontractors.