

CONTINUING CONTRACT  
FOR  
CONSULTING PROFESSIONAL SERVICES  
  
NASSAU COUNTY, FLORIDA

THIS CONTRACT entered into this 23rd day of August, 2004, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the **State of Florida**, hereinafter referred to as "County", and **PBS&J**, hereinafter referred to as the "Consultant", whose address is 7406 Fullerton Street, Suite 350, Jacksonville, Florida 32256.

WHEREAS, the County desires to obtain continuing consulting professional services on an "as needed" project-by-project basis; and

WHEREAS, said services are more fully described in Schedule "A" "Scope of Services", which is attached hereto and made a part hereof; and

WHEREAS, the Consultant has submitted a proposal for providing those services; and

WHEREAS, the consultant represents that it has the expertise in the type of professional services required; and

The Consultant is solely responsible and liable for the work of the subcontractor(s). The Consultant shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of the Owner.

**ARTICLE 8 - FEDERAL AND STATE TAX**

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

**ARTICLE 9 - AVAILABILITY OF FUNDS**

The obligations of the County under this Contract are subject to the availability of funds appropriated for its purpose by the Board of County Commissioners of Nassau County.

**ARTICLE 10 - INSURANCE**

A. The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this Paragraph, and such insurance has been approved by the County.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this Paragraph, and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this Contract.

C. The Consultant shall maintain, during the term of this Contract, standard Professional Liability Insurance in the Amount of \$1,000,000.00 on a claims made basis.

D. The Consultant shall maintain, during the term of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence to protect the

Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages, which may arise from any operations under this Contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

E. The Consultant shall maintain, during the term of this Contract, Comprehensive Automobile Liability Insurance in the amount of \$100,000.00 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

F. The Consultant shall maintain, during the term of this Contract, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Section 440.02.

G. All insurance, other than Professional Liability and Workers' Compensation, maintained by the Consultant, shall specifically include the county as an "Additional Insured".

**ARTICLE 11 - INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the County, and its Officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and/or any persons employed or utilized by the Consultant in the performance of the Contract. The amount of the indemnification shall be limited to the insurance amounts required under Article 10.

**ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The Consultant binds itself and its partners, successors, executors, administrators, and assigns, in respect to all covenants of this Contract. The consultant shall not assign, sublet, convey, or transfer its interest in this Contract without the written consent of the County.

**ARTICLE 13 - CONFLICT OF INTEREST**

The consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services under this Contract.

The Consultant shall promptly notify the County in writing by certified mail of any potential conflicts of interest for any prospective business association,

interest, or other circumstance, which may influence or appear to influence the consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification, and the Consultant shall, at his/her option enter into said association, interest, or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

#### **ARTICLE 14 - FINANCIALS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of

indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract, including "as-builts" or construction record plan sets, if required.

All drawings, maps, sketches, and other data developed or purchased under this Contract or at the County's expense shall be and shall remain the County's property and may be reproduced and reused at the discretion of the County. If the county reuses any of the documents for anything other than their specific intended purposes, the county shall indemnify the Consultant.

The County and the consultant shall comply with the provisions of Florida Statutes, Chapter 119 (Public Records Law).

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including, but not limited to, any

representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract, and the consummation of the transactions contemplated hereby.

**ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and, in all respects the Consultant's relationship and the relationship of its employees to the County, shall be that of an Independent Contractor and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Contract.

**ARTICLE 17 - 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 Contract, and that is 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 aware or making of this Contract.

**ARTICLE 18 - ACCESS AND AUDITS**

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

**ARTICLE 19 - NONDISCRIMINATION**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

**ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT/TERM OF CONTRACT**

The County and the Consultant agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Contract shall be in effect for four (4) years from the day of acceptance by the County, and may be extended after negotiations with the Consultant, if approved by the Board of County Commissioners for four (4) additional one (1) year increments. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 21 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise of any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

**ARTICLE 22 - AUTHORITY TO PRACTICE**

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

**ARTICLE 23 - WAIVER OF CLAIMS**

Consultant's acceptance of final payment shall constitute a full waiver of any and all claims, by it against the County arising out of this Contract or otherwise related to any task, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by the County shall be deemed to be a waiver of any of the County's rights against the Consultant.

**ARTICLE 24 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the

remainder of this Contract, or the application of such item(s) or provision(s), to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other item and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 25 - AMENDMENTS AND MODIFICATIONS**

No task orders and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a change order or task order.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in costs due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the work affected by

a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue a task order for changes to a task in progress or a contract change order if the original contract is being changed or amended, and the Consultant shall not commence work on any such change until such written task order or change order has been issued and signed by each of the parties.

**ARTICLE 26 - ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents, except for modifications issued after the execution of this Contract, shall be enumerated in each task order.

**ARTICLE 27 - FLORIDA LAW**

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

**ARTICLE 28 - DISPUTES**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Contracts Manager and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the

WHEREAS, the County has chosen three (3) consultants to provide services, and the Consultant is one of the three.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

**ARTICLE 1 - SERVICES**

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of professional environmental services, as more fully described in Schedule "A" "Scope of Services" attached hereto, and to perform and complete the work specifically set forth in each task set forth herein.

The Work shall be performed on an "as needed" basis per project and by task order to this contract. Each Task Order shall be approved by the Board of County Commissioners.

Services of the Consultant shall be under the general direction of a County representative, as determined by the Board of County Commissioners, to be identified in each task order, who shall act as the County's representative during the performance of this Contract.

**ARTICLE 2 - SCHEDULE**

The County and the Consultant shall mutually agree upon each schedule which will become a part of each task

order. All reports shall coincide with County requirements.

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

A. The County shall pay to the consultant for services satisfactorily performed as follows: The Consultant will bill the County on a monthly basis or as otherwise provided and at the amounts set forth in the Contract Addenda for services rendered toward completion of the Scope of Work. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work contained in various task orders. The invoice shall be paid within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.

B. Invoices received from the Consultant pursuant to this Contract will be sent to the Clerk, indicating that services have been rendered in conformity with the task, and the Clerk will provide the invoice to the appropriate County Department for review and recommendation(s) as to payment. Invoices must reference this Contract and the task order against which the Consultant is billing.

C. Final Invoice per Task Order: 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 task order.

D. Contract Task Order: Each task order shall have its own specific value on a "stand alone" basis.

E. Labor Unit rates shall be established at the beginning of this Contract and may be adjusted annually upon consent of the County beginning with the next task order issued after the anniversary date of the Contract. The labor unit rates are set forth in Schedule "C".

**ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE**

The signing of this Contract by the consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The

County may exercise its rights under this Article within one (1) year following final payment.

**ARTICLE 5 - TERMINATION**

This Contract may be terminated by the County upon thirty (30) days' prior written notice to the Consultant.

Unless the Consultant is in breach of this Contract, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice and, except as otherwise directed by the County, the Consultant shall:

A. Stop work on the date to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the County.

D. Continue and complete all parts of the work that has not been terminated.

**ARTICLE 6 - PERSONNEL**

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

Any changes or substitutions in the consultant's key personnel, as may be listed in Schedule "B", must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel consistent with sound environmental practices and shall incorporate those Federal, State, and local laws, regulations, codes, and standards that are applicable at the time Consultant renders services.

#### **ARTICLE 7 - SUBCONTRACTING**

The Consultant may utilize subcontractors that are skilled and competent personnel consistent with sound environmental practices and shall incorporate those Federal, State, and local laws, regulations, codes, and standards that are applicable at the time Consultant renders services.

same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Contracts Manager or their designee and a representative of the Consultant. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Contracts Manager or his/her designee, and the County Attorney and the County Administrator and the Contracts Manager or their designee(s) shall meet with the Consultant's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be

initiated unless and until the procedures set forth herein are followed.

**ARTICLE 29 - WAIVER OF TRIAL BY JURY**

Both parties agree by the execution of this Agreement to waive any entitlement to a jury trial. Any trial shall be a bench or "Judge" trial.

**ARTICLE 30 - NOTICE**

All notices required in this Contract shall be sent via certified mail, return receipt requested, and, if sent to the County shall be mailed to:

J. M. "Chip" Oxley, Jr.  
Nassau County Clerk of the Circuit Court  
Post Office Box 4000  
Fernandina Beach, FL 32035-4000

And, if sent to the Consultant, shall be mailed to:

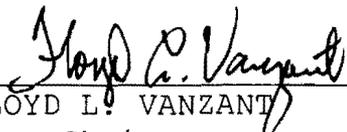
Robert A. Morrell  
Vice President  
PBS&J  
7406 Fullerton Street  
Suite 350  
Jacksonville, FL 32256

**ARTICLE 31 - HEADINGS**

The heading preceding the several Articles and Sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction, or effect.

Time is of the essence.

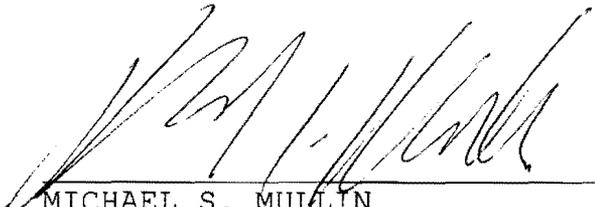
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
FLOYD L. VANZANT  
Its: Chairman

ATTEST:

  
\_\_\_\_\_  
J. M. "CHIP" OKLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

PBS&J

  
\_\_\_\_\_  
ROBERT A. MORRELL  
VICE PRESIDENT

**CONTRACT ADDENDA**

Schedule "A" - Scope of Services

Schedule "B" - Key Personnel

Schedule "C" - Labor Unit Rates

**Task Order to contain:**

1. Scope of Services for each project.
2. Time schedule for each project.
3. Dollar amount to be paid for each project.
4. How fees will be billed (i.e. hourly, daily, weekly).

**Attachment B--Schedule of Rates**  
**PBS&J Billing Rates By Grade Level**

<b>Grade Level</b>	<b>Position Titles</b>	<b>2004 Billing Rate \$/hr</b>
N1 and N2	Rodperson I, Trainee	<b>29.30</b>
N3	Technical Aide I	<b>36.20</b>
N4	Rodperson II, Drafter I	<b>37.20</b>
N5	Instrument Operator I, Technician Aide II, Secretary	<b>39.60</b>
N6	Interior Designer I, Sr. Secretary I, Drafter II	<b>45.20</b>
N7	Instrument Operator II, Cadd Technician I, Technician I	<b>48.60</b>
N8	Party Chief II, Sr. Secretary III	<b>55.80</b>
N9	Sr. Technician I, Administrative Assistant, Party Chief II, Sr. CADD Technician, Sr. Drafter II, Sr. Tech. Estimator/Scheduler	<b>62.70</b>
N10	Designer, CADD Designer/Technician, Sr. Technician II, Sr. Party Chief, Sr. Field Representative, Sr. Graphics Coordinator	<b>73.60</b>
N11	CADD Designer, Sr. Party Chief II, Sr. Filed Rep. II, Designer II	<b>87.50</b>
E10	Engineer I, Technical Professional I, Tech. Coordinator I, Estimator/Scheduler, GIS Analyst, Sr. CADD Designer/Operator, Sr. Designer I, Property Acquisition Agent I	<b>76.00</b>
E11	Engineer II, Technical Professional II, GIS Analyst II, Sr. CADD Designer, ITS Analyst, Sr. Designer II, CADD Supervisor, Technical Coordinator II, Property Acquisition Agent II	<b>89.50</b>
E12	Sr. Engineer I, Sr. Technical Professional I, Sr. Tech. Coordinator I, GIS/ITS Specialist I, Sr. Designer III, Survey Manager I, Sr. Estimator/Scheduler I	<b>101.50</b>
E13	Sr. Technical Coordinator II, Sr. Property Acquisition Agent II, ITS Specialist II, Sr. Technical Coordinator II	<b>110.30</b>
E14	Sr. Engineer II, Sr. Technical Professional II, Sr. Surveyor II, Sr. Estimator/Scheduler II, Sr. Property Acquisition Agent III, Sr. GIS Specialist, Survey Manager II	<b>126.10</b>
E15	Sr. Engineer III, Sr. Technical Professional III, Sr. Property Acquisition Agent IV, Sr. Project Manager, Program Manager, Resident Engineer	<b>147.00</b>
E16	Sr. Engineer IV, Sr. Technical Professional IV, Sr. Program Manager, Division Manager, Sr. Resident Engineer, Project Director	<b>180.80</b>
E17	Principal Technical Professional, Sr. Division Manager	<b>205.90</b>
E18 and above	Regional Service Manager, Service Director, Regional Director	<b>219.70</b>

PBS&J has an extensive list of titles. These titles are categorized into Grade Levels. Levels N1 to N11 are all non-exempt positions which are eligible for overtime pay @ 1.5 times the regular rate. The term "Technical Professionals" refers to Architects, Engineers, Landscape Architects, Planners, Scientists, Surveyors, etc.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/25/2004

PRODUCER (305)822-7800 FAX 3058270585  
Collinsworth, Alter, Fowler, Dowling  
& French Group Inc.  
P. O. Box 9315  
Miami Lakes, FL 33014-9315

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION.  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Post, Buckley, Schuh, & Jernigan, Inc.  
d/b/a PBS&J  
2001 NW 107 Avenue  
Miami, FL 33172-2507

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Casualty Company A	XV
INSURER B:	American Casualty Co Reading A	XV
INSURER C:	Lloyds of London A-	XV
INSURER D:		
INSURER E:		

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab</b>	GL247843206	09/30/2003	09/30/2004	EACH OCCURRENCE \$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> <b>Contractual Liab</b>	BUA247843223	09/30/2003	09/30/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		<b>EXCESSUMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUP2068179760	09/30/2003	09/30/2004	EACH OCCURRENCE \$ 10,000,000
						AGGREGATE \$ 10,000,000
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WC247843268	09/30/2003	09/30/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		<b>OTHER Professional / Pollution Liability</b>				P42303
		CLAIMS-MADE FORM				

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Ref: RFQ 03-02, Professional Environmental Services Continuing Contract.

Nassau County is named as additional insured on the General & Auto liability, excluding professional services. Issuing companies will provide 30 days written notice of cancellation, non-renewal and/or material reduction of coverage/limits.

### CERTIFICATE HOLDER

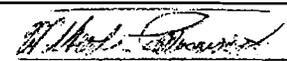
Nassau County  
Nassau County Clerk of the Circuit Court  
Attn: J.M "Chip" Oxley, Jr.  
P.O Box 4000  
Fernandina Beach, FL 32035-4000

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Meade Collinsworth/EEC



## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



PROFESSIONAL SERVICE AGREEMENT ADDENDUM

Public Client Addendum No. 1-2005

THIS ADDENDUM to the AGREEMENT, made and entered into August 23, 2004, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Additional Services described under Item 1 of this Agreement.

CLIENT: Nassau County

PROJECT NUMBER: 07-1563.01

SHORT TITLE OF MAIN CONTRACT: Continuing Contract for Consulting Professional Services

SHORT TITLE OF ADDENDUM: Nassau County Solid Waste Program Assessment

1. DESCRIPTION OF ADDITIONAL PROFESSIONAL SERVICES TO BE PROVIDED BY PBS&J (If additional pages are necessary, they are identified as Attachment A):

See Attachment A

2. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- Direct personnel expense plus a surcharge of ... plus reimbursable costs.
A Lump-Sum charge of \$ ... plus out-of-pocket expenses.
Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.
In accordance with the provisions for additional services compensation set forth in the aforementioned Agreement.
Other - See Attachment B

IN WITNESS WHEREOF, this Addendum is accepted on the later date written below, subject to the terms and conditions above stated, and the aforementioned Agreement.

CLIENT: Nassau County Board of County Comm.
SIGNED: Ansley N. Acree
TYPED NAME: Ansley N. Acree
TITLE: Chairman
DATE: March 21, 2005

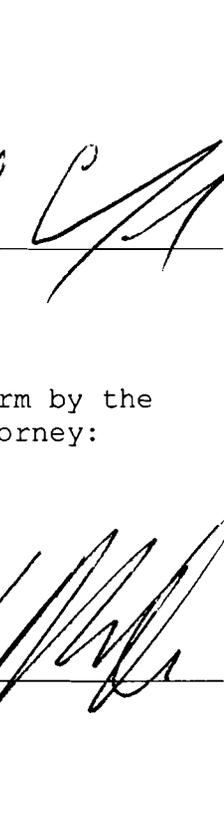
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
SIGNED: David E. Deans
TYPED NAME: David E. Deans, P.E., DEE
TITLE: Vice President
DATE: 3-11-05

ATTEST:



JOHN A. CRAWFORD  
Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



MICHAEL S. MULLIN

**ATTACHMENT “A”**

**SCOPE OF SERVICES**

**ENGINEERING SERVICES  
FOR  
NASSAU COUNTY SOLID WASTE PROGRAM ASSESSMENT  
07-1563.01**

Nassau County has requested that PBS&J provide engineering and consulting services to assess the County’s solid waste program and provide information from this assessment that the County can use to make decisions regarding the future development and direction of their solid waste management program. As currently configured and permitted the County landfill has approximately five years of disposal capacity remaining, yet there are about eight years of payments remaining on their landfill bond. The purpose of the solid waste program assessment is to identify potential areas for increasing the capacity of the landfill, increasing revenues into the solid waste program and decreasing operating costs. PBS&J’s services will consist of the following tasks.

**I. SCOPE OF SERVICES**

**Task 1. Assimilation of Information on County Solid Waste Program.**

PBS&J will attend up to two meetings with County management and staff to compile and review information on the operation and management of the County solid waste management program. Information to be reviewed will include monthly solid waste operating reports for the landfill, budget and actual expenses for the operation of the landfill, engineering contracts, designs and reports, and operating permits and enforcement records.

**Task 2. Solid Waste Program Assessment**

PBS&J will prepare a letter report addressing the following elements of the County’s solid waste program:

- Waste stream feeding the landfill – historical, current and projected
- Capacity analysis of landfill – review of prior analysis and report on current capacity and potential to enhance future capacity
- Review of Landfill Gas recovery system performance – prior problems, current operating status, future system enhancements, regulatory compliance status
- Review of landfill operations – equipment, staffing, operating hours, operating procedures, labor union issues and potential to improve operating efficiency
- Cost analysis – an assessment of revenues and costs necessary to fill the landfill to capacity and retire the current bond

### **Task 3. Workshop and Meeting Presentations**

PBS&J will attend up to two meetings in the County to present and discuss the findings of this solid waste program assessment.

## **II. SCHEDULE**

1. The services in Tasks 1 and 2 will be completed in 30 days following receipt of written notice to proceed
2. The services in Task 3 shall be provided at the request of the County on a mutually agreed upon time.



**ATTACHMENT "B"**  
**COMPENSATION**  
**ENGINEERING SERVICES**  
**FOR**  
**NASSAU COUNTY SOLID WASTE PROGRAM ASSESSMENT**  
**07-1563.01**

The total compensation to be paid PBS&J for providing the professional services described in Attachment A are detailed in Table 1 and shall not exceed \$23,506.00 without prior written authorization by the County. Invoicing procedures will be as stated in Article 3 of the Contract, and will include monthly billing on a unit rate basis as stated in Attachment B to the Contract, plus reimbursable expenses.

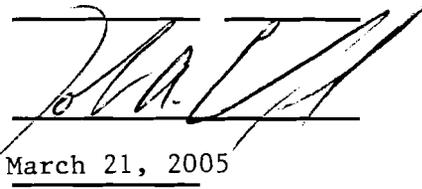
# Budget Transfer Request

**Requesting Dept:** Administrative Services  
for Solid Waste      **Fund:** Solid Waste      **Transfer #** \_\_\_\_\_

**Requested By:** Cathy Lewis      **Date:** 3/21/2005

**Purpose:** To provide funding for PBS&J proposal for Nassau County Solid Waste Program  
Assessment dated 3/11/05 project number 07-1563.01 addendum No. 1-2005

	Acct. Number	Acct. Description	Amount	Available Balance	Fin. Serv. Use Only Verified Available
<b>Transfer:</b>					
From:	<u>70341534-531302</u>	<u>Prof Services-Golder</u>	<u>\$ (23,506.00)</u>	<u>\$ 82,000.00</u>	_____
To:	<u>70341534-531450</u>	<u>PS-Operational &amp; Fin Analysis</u>	<u>\$ 23,506.00</u>	<u>\$ 21,946.23</u>	_____
From:	_____	_____	_____	_____	_____
To:	_____	_____	_____	_____	_____
From:	_____	_____	_____	_____	_____
To:	_____	_____	_____	_____	_____
From:	_____	_____	_____	_____	_____
To:	_____	_____	_____	_____	_____
From:	_____	_____	_____	_____	_____
To:	_____	_____	_____	_____	_____
From:	_____	_____	_____	_____	_____
To:	_____	_____	_____	_____	_____
From:	_____	_____	_____	_____	_____
To:	_____	_____	_____	_____	_____

**Approved By:**      **BOCC:**       **Clerk of Courts:**   
**Date:** March 21, 2005      **Date:** March 21, 2005

**Financial Services Use Only**

**Action Completed:** \_\_\_\_\_  
**Signature/Date:** \_\_\_\_\_

**1. Consideration of a proposal from Post, Buckley Schuh and Jernigan (PBS&J) for consulting professional services Addendum I to assessment of the County's Solid Waste Program. Funding Source: 70341534-531450.**