

Contract No. CM1414  
Bid/RFP No. NC08-015

**CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 23rd day of March 2009, 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 **Post, Buckley, Schuh and Jernigan, Inc. (PBS&J)**, a Florida Corporation, whose principle office address is located at 5300 W. Cypress Street, Suite 200, Tampa, Florida 33607, hereinafter referred to as "Consultant":

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

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

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

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

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

**ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

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

**ARTICLE 2 - SCOPE OF SERVICES**

Consultant shall provide professional engineering services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties. Such additional authorizations will be in the form of a Work Authorization. Each Work Authorization shall set forth a specific scope of services, the amount of compensation and the required completion date.

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 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 Coordinator shall have complete authority to transmit instructions,

receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

#### **ARTICLE 4 - TERM OF AGREEMENT**

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

#### **ARTICLE 5 - COMPENSATION**

**5.1** The County shall pay Consultant in accordance with the provisions contained in the "Loaded Billing Rates", 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 Engineering Services, 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 Work Authorization: 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 Attachment "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 Loaded Billing Rates attached hereto as Attachment "B";
- 7.4 Request for Qualifications for Engineering Services Continuing Contract, Bid No. NC08-015
- 7.5 Proposal submitted by Consultant in response to the Request for Qualifications for Engineer Services, Bid No. NC08-015;
- 7.6 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 attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the consultant, in the performance of the contract.

#### **ARTICLE 11 - INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 12 – EXTENT OF AGREEMENT**

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

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

## **ARTICLE 13 - COMPLIANCE WITH LAWS**

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

## **ARTICLE 14 - INSURANCE**

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

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

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

**14.1.2 Comprehensive General Liability:** Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.

- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. County is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

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

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



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

- a. \$5,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying Combined single limit of \$1,000,000.
- d. Employers' Liability: Underlying limit \$500,000/\$500,000/\$500,000.

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

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

**14.2 Certificates of Insurance** evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured

the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

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

#### **ARTICLE 15 – ACCESS TO PREMISES**

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

#### **ARTICLE 16 - TERMINATION OF AGREEMENT**

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

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

#### **ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

#### **ARTICLE 18 - UNCONTROLLABLE FORCES**

**18.1** Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not

limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

#### **ARTICLE 19 - GOVERNING LAW AND VENUE**

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

#### **ARTICLE 20 - MISCELLANEOUS**

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

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

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

#### **ARTICLE 21 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 22 - CONTINGENT FEES**

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

## **ARTICLE 23 - OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE 24 - FUNDING**

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

## **ARTICLE 25 - NOTICE**

**25.1** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

### **COUNTY**

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

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

### **CONSULTANT:**

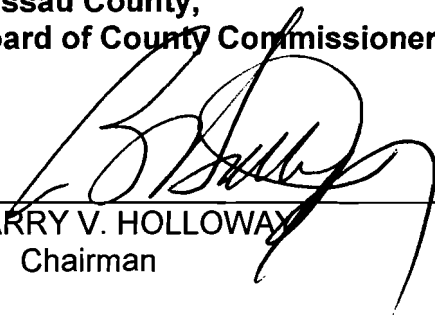
PBS&J  
Michael E. Holcomb, P.E.  
Project Manager, Associate Vice President  
7406 Fullerton Street, Suite 350  
Jacksonville, Florida 32256

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**

  
\_\_\_\_\_  
BARRY V. HOLLOWAY  
Its: Chairman

Date: 3-23-09

ATTEST TO CHAIR  
SIGNATURE

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*EA/C  
3/23/09*

Approved as to form and legal  
sufficiency:

  
\_\_\_\_\_  
DAVID A. HALLMAN

ATTEST:

PBS&J

[Signature]  
(Corporate Secretary)

Charles D. Nostra, Assistant Secretary

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

[Signature]

Signature of Associate Vice President/Group Manager

Michael E. Holcomb

Type/Print Name of Associate VP

Date: 3/20/09

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :

:SS

COUNTY OF Duval :

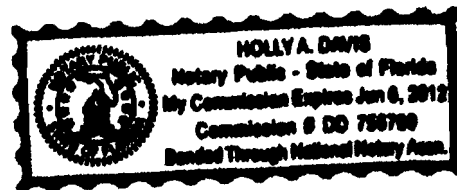
I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Michael E. Holcomb, of, PBS&J

A Florida 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 23<sup>rd</sup> day of March, 2009.

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

Holly A. Davis  
Print, Type or Stamp  
Name of Notary Public



- Personally known to me or
- Produced Identification

\_\_\_\_\_  
Type of I.D. Produced



**ATTACHMENT "A"**  
**Consultant Scope of Services for**  
**Engineering Services**  
**Board of County Commissioners, Nassau County, Florida**

The Nassau County Engineering Services Department desires to secure the following required Engineering Services, but not limited to:

**Engineering Services**

- A. Road Design
- B. Bridge/Structural Design
- C. Pavement Design
- D. Drainage/Stormwater Design
- E. Sidewalk Design
- F. Maintenance of Traffic
- G. Signing and Markings
- H. Lighting Design
- I. Signal Design
- J. Construction Engineering Inspection including Contract Administration
- K. Software Analysis and Maintenance
- L. Expert Witness Services
- M. Coastal Engineering
- N. PD&E and/or PE Studies
- O. General Engineering Consulting (GES)
- P. Program Management (PM) Services
- Q. Design Build Criteria Package Development
- R. Surveying & Geotechnical may be subcontracted or performed by the County
- S. Environmental Services
- T. Traffic Safety Studies and Design
- U. Transportation Planning Studies
- V. Transportation Modeling
- W. Public Involvement, Public Meeting preparation and participation
- X. CEI Services for minor construction projects

Work will be awarded on a project by project basis that may include any or all of the above services, or services not specifically mentioned, but directly related to the specific discipline. Consultants may hire sub-consultants to be used for portions of the required services; however, the primary consultant must be responsible for all of the work performed.

**Certified PBS&J Payroll**  
**13-Feb-09**

<b>Team Member</b>	<b>PBS&amp;J Classification</b>	<b>Base Rate</b>
Amy Dalton	Scientist II.Environmental Sciences	\$25.00
Anthony A. Davis, PE	Sr Project Manager.Transportation Design	\$51.44
April Lutrell	Program Assistant III.Transportation	\$17.50
Audrey Smith	Planner II.Transportation Planning	\$25.79
Bruce Myhre, PE	Group Manager.Civil Engineering	\$53.13
Cheryl Wapnick	Sr Scientist II.Environmental Sciences	\$30.77
Chris Rhude	Sr CAD Technician II.Engineering	\$27.64
Corey Green, PE	Associate Project Manager.Civil Engineering	\$31.30
Daniel T. Penton	Sr Planner IV - Cultural Resources	\$53.58
David Culver	Sr Scientist II.Environmental Sciences	\$32.69
Deborah S. Korleski, Esq.	Sr ROW Agent II	\$36.06
Don Deis	Group Manager.Environmental Sciences	\$53.85
Eric Wilson	Scientist II.Environmental Sciences	\$21.24
Harry L. Wood	Group Manager - Construction	\$43.75
Heather Cavanaugh, PE	Group Manager.Water Practice	\$49.40
Holly Davis,	Sr Program Assistant I.Engineering	\$19.97
Jeremy Johnston, PE	Sr Engineer II.Civil Engineering	\$41.47
Joel Galliard	Engineer II.Engineering	\$29.53
Liliana Sagastume	Engineer III.Transportation	\$33.32
Marat Shumilov	Sr CAD Technician II.Engineering	\$25.24
Michael Epstein	Planner II.Transportation	\$25.07
Mike Holcomb, PE	Sr Group Manager.Transportation Design	\$69.95
Paul Doherty	Designer II.Transportation	\$31.30
Pedro L. Trevin, PE	Sr Group Manager.Lighting	\$68.19
Philip Shad	Sr Planner I.Transportation	\$28.52
Richard D. Harrell	Group Manager.Structures	\$55.48
Sam Kadi, PE	Sr Project Manager.Transportation Design	\$50.96
Susan A. Gratch, PE	Principal Project Director.Transportaion Design	\$70.43
Wiatt Bowers	Sr Project Manager.Transportation Planning	\$42.55
Wiley Page	Sr Group Manager.Transportation Planning	\$60.58

**Rates for Nassau County**  
**Continuing Contract for Professional Engineering Services**  
**February 13, 2009**

Rate Classification	Billing Rate
<b>Sr Project Manager</b>	\$163.57
<b>Engineer IV</b>	\$206.22
<b>Engineer III</b>	\$155.33
<b>Engineer II</b>	\$121.83
<b>Engineer I</b>	\$91.95
<b>Designer</b>	\$92.20
<b>Cad Technician</b>	\$77.69
<b>Planner IV</b>	\$177.98
<b>Planner III</b>	\$125.01
<b>Planner II</b>	\$77.74
<b>Scientist III</b>	\$158.20
<b>Scientist II</b>	\$80.58
<b>Field Representative</b>	\$128.54
<b>Cultural Resources Specialist</b>	\$157.42
<b>Right of Way Specialist</b>	\$105.94
<b>Clerical</b>	\$55.04
1	Billing Rate includes exclusive 162.25% for fringes & overhead (per 2008 FDOT approved FAR overhead rate) and 12% profit.
2	Billing Rates are subject to an annual escalation of 3%
3	Rates include "typical" expenses such as reproduction. Any other extraordinary expenses shall be negotated on a case by case basis.
4	Subconsultant fees will be billed as pass through costs with no profit or other fees added in addition to the actual costs

## Attachment "B"

**Category Rate Calculations**  
**Nassau County Continuing Contract for Professional Engineering Services**  
**February 13, 2009**

Team Member	Position	Actual Rate	Category Rate
Wiley Page	Sr Project Manager	\$177.98	\$163.57
Sam Kadi, PE	Sr Project Manager	\$149.72	
Heather Cavanaugh, PE	Sr Project Manager	\$163.00	
Mike Holcomb, PE	Engineer IV	\$205.52	\$206.22
Susan A. Gratch, PE	Engineer IV	\$206.92	
Pedro L. Trevin, PE	Engineer IV	\$200.35	
Anthony A. Davis, PE	Engineer III	\$151.13	\$155.33
Bruce Myhre, PE	Engineer III	\$156.08	
Richard D. Harrell	Engineer III	\$151.13	
Heather Cavanaugh, PE	Engineer III	\$163.00	
Jeremy Johnston, PE	Engineer II	\$121.83	\$121.83
Corey Green, PE	Engineer I	\$91.95	\$91.95
Liliana Sagastume	Designer	\$97.89	\$92.20
Paul Doherty	Designer	\$91.95	
Joel Galliard	Designer	\$86.77	
Marat Shumilov	Cad Technician	\$74.16	\$77.69
Chris Rhude	Cad Technician	\$81.21	
Wiley Page	Planner IV	\$177.98	\$177.98
Wiatt Bowers	Planner III	\$125.01	\$125.01
Audrey Smith	Planner II	\$75.77	\$77.74
Michael Epstein	Planner II	\$73.66	
Philip Shad	Planner II	\$83.79	
Don Deis	Scientist III	\$158.20	\$158.20
Cheryl Wapnick	Scientist II	\$90.40	\$80.58
David Culver	Scientist II	\$96.05	
Amy Dalton	Scientist II	\$73.45	
Eric Wilson	Scientist II	\$62.41	
Harry L. Wood	Field Representative	\$128.54	\$128.54
Daniel T. Penton	Cultural Resources Specialist	\$157.42	\$157.42
Deborah S. Korleski, Esq.	Right of Way Specialist	\$105.94	\$105.94
Holly Davis,	Clerical	\$58.67	\$55.04
April Lutrell	Clerical	\$51.42	

Billing Rate Calculations  
13-Feb-09

Team Member	PBS&J Classification	Project Position	Base Rate	Overhead	Base Plus Overhead	Profit	Actual Rate
Wiley Page	Sr Group Manager.Transportation Planning	Sr Project Manager / Planner IV	\$60.58	\$98.33	\$158.91	\$19.07	\$177.98
Sam Kadi, PE	Sr Project Manager.Transportation Design	Sr Project Manager / Engineer III	\$50.96	\$82.72	\$133.68	\$16.04	\$149.72
Anthony A. Davis, PE	Sr Project Manager.Transportation Drainage	Sr Project Manager / Engineer III	\$51.44	\$83.50	\$134.94	\$16.19	\$151.13
Heather Cavanaugh, PE	Group Manager.Water Practice	Sr Project Manager / Engineer III	\$55.48	\$90.06	\$145.54	\$17.46	\$163.00
Mike Holcomb, PE	Sr Group Manager.Transportation Design	Engineer IV	\$69.95	\$113.55	\$183.50	\$22.02	\$205.52
Susan A. Gratch, PE	Principal Project Director.Transportaion Design	Engineer IV	\$70.43	\$114.32	\$184.75	\$22.17	\$206.92
Pedro L. Trevin, PE	Sr Group Manager.Lighting	Engineer IV	\$68.19	\$110.69	\$178.88	\$21.47	\$200.35
Bruce Myhre, PE	Group Manager.Civil Engineering	Engineer III	\$53.13	\$86.23	\$139.36	\$16.72	\$156.08
Richard D. Harrell	Group Manager.Structures	Engineer III	\$51.44	\$83.50	\$134.94	\$16.19	\$151.13
Jeremy Johnston, PE	Sr Engineer II.Civil Engineering	Engineer II	\$41.47	\$67.31	\$108.78	\$13.05	\$121.83
Corey Green, PE	Associate Project Manager.Civil Engineering	Engineer I	\$31.30	\$50.80	\$82.10	\$9.85	\$91.95
Joel Galliard	Engineer II.Engineering	Designer	\$29.53	\$47.94	\$77.47	\$9.30	\$86.77
Paul Doherty	Designer II.Transportation	Designer	\$31.30	\$50.80	\$82.10	\$9.85	\$91.95
Liliana Sagastume	Engineer III.Transportation	Designer	\$33.32	\$54.08	\$87.40	\$10.49	\$97.89
Marat Shumilov	Sr CAD Technician II.Engineering	Cad Technician	\$25.24	\$40.97	\$66.21	\$7.95	\$74.16
Chris Rhude	Sr CAD Technician II.Engineering	Cad Technician	\$27.64	\$44.87	\$72.51	\$8.70	\$81.21
Wiatt Bowers	Sr Project Manager.Transportation Planning	Planner III	\$42.55	\$69.07	\$111.62	\$13.39	\$125.01
Audrey Smith	Planner II.Transportation Planning	Planner II	\$25.79	\$41.86	\$67.65	\$8.12	\$75.77
Michael Epstein	Planner II.Transportation	Planner II	\$25.07	\$40.70	\$65.77	\$7.89	\$73.66
Philip Shad	Sr Planner I.Transportation	Planner II	\$28.52	\$46.29	\$74.81	\$8.98	\$83.79
Don Deis	Group Manager.Environmental Sciences	Scientist III	\$53.85	\$87.40	\$141.25	\$16.95	\$158.20
Cheryl Wapnick	Sr Scientist II.Environmental Sciences	Scientist II	\$30.77	\$49.94	\$80.71	\$9.69	\$90.40
David Culver	Sr Scientist II.Environmental Sciences	Scientist II	\$32.69	\$53.07	\$85.76	\$10.29	\$96.05
Amy Dalton	Scientist II.Environmental Sciences	Scientist II	\$25.00	\$40.58	\$65.58	\$7.87	\$73.45
Eric Wilson	Scientist II.Environmental Sciences	Scientist II	\$21.24	\$34.48	\$55.72	\$6.69	\$62.41
Harry L. Wood	Group Manager - Construction	Field Representative	\$43.75	\$71.02	\$114.77	\$13.77	\$128.54
Daniel T. Penton	Sr Planner IV - Cultural Resources	Cultural Resources Specialist	\$53.58	\$86.97	\$140.55	\$16.87	\$157.42
Deborah S. Korleski, Esq.	Sr ROW Agent II	Right of Way Specialist	\$36.06	\$58.53	\$94.59	\$11.35	\$105.94
Holly Davis,	Sr Program Assistant I.Engineering	Clerical	\$19.97	\$32.41	\$52.38	\$6.29	\$58.67
April Lutrell	Program Assistant III.Transportation	Clerical	\$17.50	\$28.41	\$45.91	\$5.51	\$51.42

\*Base Rate is actual wage rate exclusive of fringe, overhead and profit

\*\* Fringe & Overhead Rate = 162.32% per 2008 FDOT approved FAR overhead rate

\*\*\* Profit based on rate of 12.00%

SECOND RENEWAL OF THE  
PROFESSIONAL SERVICE  
AGREEMENT

This Second Renewal Agreement entered into this 12th day of December, 2007 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 Post, Buckley, Schuh & Jernigan, Inc., a Florida Corporation, hereafter referred to as "PBS&J".

WHEREAS, the County and PBS&J entered into an agreement on the 17<sup>th</sup> day of December, 2003, for miscellaneous engineering services for the Nassau Amelia Utilities ("NAU"), attached hereto as Attachment "1"; and

WHEREAS, the original agreement provided for an initial term of two (2) years with two (2) additional two (2) year renewal periods, upon agreement by both parties; and

WHEREAS, on the 14<sup>th</sup> day of December, 2005, both parties entered into the first two year renewal period commencing on December 17, 2005 and ending December 16, 2007, attached hereto as Attachment "2"; and

WHEREAS, the parties desire to extend this Agreement under the same terms and conditions, but at the new Schedule of Rates identified as Attachment "A-2" for the two-year period commencing December 17, 2007 through December 16, 2009.

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

1. The attached professional service agreement for miscellaneous engineering services, attached hereto as Attachment "1", is hereby renewed for a two-year period commencing on December 17, 2007 and ending December 16, 2009.
2. Each Task to be performed pursuant to this Agreement will be at the direction of the County's representative.
3. The new rates shall be as set forth on the new attached Attachment "A-2", Schedule of Rates for 2008 & 2009, to be substituted for the original Schedule of Rates under Attachment "A" of the original Professional Service Agreement.
4. Paragraph 5 of the original Professional Service Agreement is hereby amended as follows: PBS&J shall submit invoices to the Clerk, J. M. ~~"Chip" Oxley, Jr.~~ John A. Crawford, for work accomplished during each calendar month. For services provided on a Lump-Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PSB&J will estimate the percentage of the total work (provided on a Lump-Sum basis) accomplished during the invoice period.

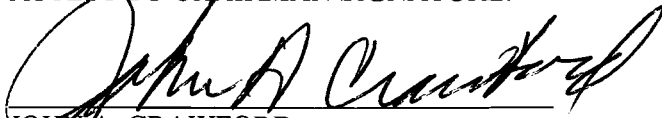
Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursement costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the County pursuant to the Prompt Payment Act.

5. All other terms and conditions of the existing professional service agreement shall remain in full force and effect.
6. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
JIM B. HIGGINBOTHAM  
Its: Chairman

ATTEST TO CHAIRMAN SIGNATURE:

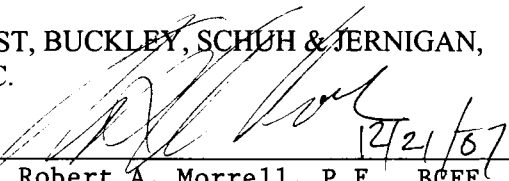
  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
DAVID A. HALLMAN

RECEIVED  
CHIEF OF POLICE  
DATE 12/14/07

POST, BUCKLEY, SCHUH & JERNIGAN,  
INC.

  
\_\_\_\_\_  
By: Robert A. Morrell, P.E., BCEE  
Its: Vice President

ATTACHMENT "A-2"

ATTACHMENT - SCHEDULE OF RATES		
2008 & 2009 PBS&J BILLING RATES BY GRADE LEVEL		
Grade Level	Position Titles	Billing Rate/Hour
N2	Rodperson I	\$ 33.52
N4	Rodperson II	\$ 38.30
N5	Instrument Operator I / Program Assistant I	\$ 43.07
N6	Program Assistant II	\$ 47.01
N7	CADD Technician I / Instrument Operator II / Program Assistant III	\$ 51.89
N8	Party Chief I / CADD Technician II	\$ 59.78
N9	Party Chief II / Sr. CADD Technician	\$ 66.21
N10	Sr. Party Chief I / CADD Designer/Technician / Sr. Field Representative	\$ 79.81
N11	CADD Designer / Sr. Field Representative II / Sr. Party Chief II	\$ 90.91
E10	Engineer I / Estimator/Scheduler / GIS Analyst / Scientist I / Surveyor I	\$ 71.82
E11	Engineer II / GIS Analyst II / Sr. CADD Designer / Scientist II	\$ 83.75
E12	Sr. Engineer I / Sr. Scientist I	\$ 98.90
E14	Sr. Engineer II / Sr. Scientist II / Project Manager / Sr. Architect II	\$ 124.54
E15	Sr. Engineer III / Sr. GIS Analyst / Sr. Scientist III / Sr. Project Manager /	\$ 156.40
E16	Sr. Engineer IV / Sr. Program Mgr. / Sr. Scientist IV	\$ 186.81
Direct expenses including sub-consultants billed at a 10% surcharge.		
<p>PBS&amp;J has an extensive list of titles. These titles are categorized into Grade Levels. Levels N2 through N11 are all non-exempt positions which are eligible for overtime pay @ 1.5 times the regular rate.</p>		



ATTACHMENT .

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of December, 2002, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and POST, BUCKLEY, SCHUH & JERNIGAN, INC., a Florida corporation, hereinafter referred to as "PBS&J".

WHEREAS, the County sent out RFP's for miscellaneous engineering services for its utility; and

WHEREAS, the County has ranked PBS&J number one and entered into contract negotiations.

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. **SCOPE OF SERVICES:** PBS&J shall provide miscellaneous engineering services for the Nassau Amelia Utilities ("NAU"). Each Task shall be approved by the County and PBS&J.

2. **TERM:** The term of this Agreement shall be two (2) years with two (2) additional two (2) year renewal periods. The renewal period(s) shall be at the discretion of the Board of County Commissioners.

3. **TASKS:** Each Task will be at the direction of the County's representative, and the rates shall be as set forth on the attached Exhibit "A".

4. **COMPENSATION:**

a. PBS&J shall be paid for providing the requested services based upon a Schedule of Rates as identified in Attachment "A", plus reimbursable costs as set forth herein.

b. Reimbursable costs include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing PBS&J rate, long-distance telephone calls, courier, printing, and reproduction costs, and survey supplies and materials. IN the event the required services involves the use of electronic measuring equipment, computers, plotters, and other special equipment, an additional direct charge shall be made for the use of this equipment. Any out-of-pocket costs shall be pre-approved by the County.

c. It is understood and agreed that PBS&J's services under this Agreement do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump-Sum basis) accomplished during the invoices period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the County pursuant to the Prompt Payment Act.

It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the County and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

6. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the County for any cause or combination of causes

shall be, in total amount, limited to the fees paid under this Agreement.

7. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during a construction phase of the utility, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws.

8. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by Statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the County upon request. The County agrees to require that PBS&J be an additional insured on insurance coverages provided by contractors on the project.

9. **ASSIGNMENT:** Neither the County nor PBS&J shall assign or transfer its interest in this Agreement without the prior written consent of the other.

10. SUSPENSION, TERMINATION, CANCELLATION OR

ABANDONMENT: In the event the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the County, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

11. ENTIRETY OF AGREEMENT: This writing, including attachments and addenda, if any, embodies the entire agreement between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

12. DOCUMENTS: Any reuse by the County or others of documents and plans that result from PBS&J's services under this Agreement shall be at the County's or others' sole risk without liability to PBS&J.

13. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

14. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached, the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that the dispute resolution clause is applicable to all tasks. Work shall not cease if there is a dispute that is addressed pursuant to this Paragraph.

15. **HAZARDOUS WASTE, MATERIALS, OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport, or disposal of hazardous waste, materials, or substances in any form on the project site.

16. **GOVERNING LAW/VENUE:** This Agreement shall be governed by and construed according to the laws of the State of Florida. Litigation shall occur in Nassau County, Florida.

17. **LIMITED COPYRIGHT LICENSE:** PBS&J grants the County a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".

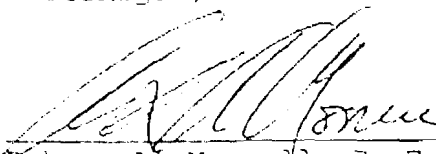
18. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title, and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns under licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including, without limitation, all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

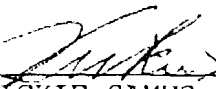
19. The funds utilized for the amount of any services pursuant to this contract do not involve a pledge of ad valorem funds.

20. TIME IS OF THE ESSENCE.

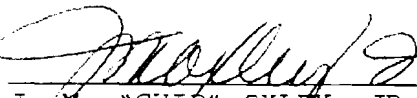
Post, Buckley, Schuh  
& Jernigan, Inc.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

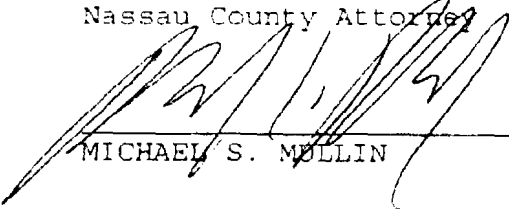
  
Robert A. Morrell, P. E.  
Vice President  
Dated: December 10, 2003

  
VICKIE SAMUS  
Its: Chairman

ATTEST:

  
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MOLLIN

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**ATTACHMENT "A"**  
**Schedule of Rates**

Attachment A--Schedule of Rates for 2004 and 2005			
PBS&J Billing Rates By Grade Level			
Grade Level	Position Titles		Billing Rate \$/hr
N1 and N2	Rodperson I, Trainee		28.20
N3	Technical Aide I		34.80
N4	Rodperson II, Drafter I		35.70
N5	Instrument Operator I, Technician Aide II, Secretary		38.00
N6	Interior Designer I, Sr. Secretary I, Drafter II		43.40
N7	Instrument Operator II, Cadd Technician I, Technician I		46.80
N8	Party Chief II, Sr. Secretary III		53.70
N9	Sr. Technician I, Administrative Assistant, Party Chief II, Sr. CADD Technician, Sr. Drafter II, Sr. Tech. Estimator/Scheduler		60.30
N10	Designer, CADD Designer/Technician, Sr. Technician II, Sr. Party Chief, Sr. Field Representative, Sr. Graphics Coordinator		70.80
N11	CADD Designer, Sr. Party Chief II, Sr. Field Rep. II, Designer II		84.10
E10	Engineer I, Technical Professional I, Tech. Coordinator I, Estimator/Scheduler, GIS Analyst, Sr. CADD Designer/Operator, Sr. Designer I, Property Acquisition Agent I		73.10
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		86.10
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		97.60
E13	Sr. Technical Coordinator II, Sr. Property Acquisition Agent II, ITS Specialist II, Sr. Technical Coordinator II		106.00
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		121.20
E15	Sr. Engineer III, Sr. Technical Professional III, Sr. Property Acquisition Agent IV, Sr. Project Manager, Program Manager, Resident Engineer		141.30
E16	Sr. Engineer IV, Sr. Technical Professional IV, Sr. Program Manager, Division Manager, Sr. Resident Engineer, Project Director		173.80
E17	Principal Technical Professional, Sr. Division Manager		198.00
E18 and above	Regional Service Manager, Service Director, Regional Director		211.20
<p>PBS&amp;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.</p>			

ATTACHMENT  
(2)

RENEWAL OF THE  
PROFESSIONAL SERVICE  
AGREEMENT

This Renewal Agreement entered into this 14th day of  
December, 2005 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  
**POST, BUCKLEY, SCHUH & JERNIGAN, INC.**, a Florida Corporation  
hereinafter referred to as "PBS&J".

WHEREAS, the County and PBS&J entered into an agreement on  
the 17th day of December, 2003, for miscellaneous engineering  
services for the Nassau Amelia Utilities ("NAU");

WHEREAS, the original agreement provided for an initial  
term of two (2) years with two (2) additional two (2) year  
renewal periods, upon agreement by both parties; and

WHEREAS, pursuant to the original agreement, PBS&J is  
currently preparing the NAU Master Plan and Utilities Rate Study;  
and

WHEREAS, PBS&J, Inc. has agreed to extend the term of the  
Agreement for another two year period with the same terms and  
conditions with the exception of Exhibit "A", the schedule of  
rates attached to the original Agreement for said professional  
services; and

WHEREAS, the Board desires to extend this Agreement under  
the same terms and condition, but at the new Schedule of Rates

A CERTIFIED TRUE COPY  
of the original Agreement between  
the Board of County Comm.  
Nassau County, Florida

identified as Exhibit "A-1" for a second two-year period commencing December 17, 2005 through December 16, 2007.


NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. The attached professional service agreement for miscellaneous engineering services, attached hereto as Attachment 1, is hereby renewed for a two-year period commencing on December 17, 2005 and ending December 16, 2007.
2. Each Task to be performed pursuant to this Agreement will be at the direction of the County's representative.
3. The new rates shall be as set forth on the new attached Exhibit "A-1", Schedule of Rates for 2006 and 2007, to be substituted for the original Schedule of Rates under Exhibit "A" of Attachment 1, which is the original Professional Service Agreement.
4. Paragraph 9 of the original Professional Service Agreement is hereby amended as follows: PBS&J shall submit invoices to the Clerk, ~~J. M. "Chip" Oxley, Jr.,~~ John A. Crawford, for work accomplished during each calendar month. For services provided on a Lump-Sum

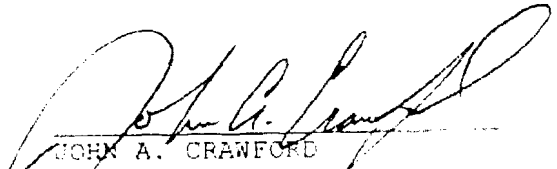
basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump-Sum basis) accomplished during the invoice period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursement costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the County pursuant to the Prompt Payment Act.

5. All other terms and conditions of the existing professional service agreement shall remain in full force and effect.
6. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
ANSLEY N. ACREE  
Its: Chairman

ATTEST:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

  
MICHAEL S. MULLIN

POST, BUCKLEY, SCHUB & JERNIGAN,  
INC.

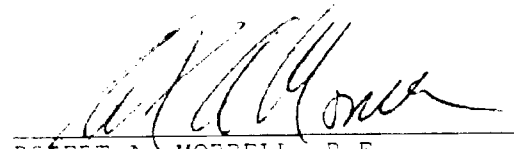
  
ROBERT A. MORPELL, P.E.  
Its: Vice President  
Dated: 1/3/06

EXHIBIT "A-1"

ATTACHMENT - SCHEDULE OF RATES		
2006-2007 PBS&J BILLING RATES BY GRADE LEVEL		
Grade Level	Position Titles	2006-2007 Billing Rate/Hour
N2	Rodperson I	\$ 32.30
N4	Rodperson II	\$ 36.90
N5	Instrument Operator I / Program Assistant I	\$ 41.50
N6	Program Assistant II	\$ 45.30
N7	CADD Technician I / Instrument Operator II / Program Assistant III	\$ 50.00
N8	Party Chief I / CADD Technician II	\$ 57.60
N9	Party Chief II / Sr. CADD Technician	\$ 63.80
N10	Sr. Party Chief I / CADD Designer/Technician / Sr. Field Representative I	\$ 76.90
N11	CADD Designer / Sr. Field Representative II / Sr. Party Chief II	\$ 87.60
E10	Engineer I / Estimator/Scheduler / GIS Analyst / Scientist I / Surveyor I	\$ 69.20
E11	Engineer II / GIS Analyst II / Sr. CADD Designer / Scientist II	\$ 80.70
E12	Sr. Engineer I / Sr. Scientist I	\$ 95.30
E14	Sr. Engineer II / Sr. Scientist II / Project Manager / Sr. Architect II	\$ 120.00
E15	Sr. Engineer III / Sr. GIS Analyst / Sr. Scientist III / Sr. Project Manager / Program Manager / Sr. Architect III	\$ 150.70
E16	Sr. Engineer IV / Sr. Program Mgr. / Sr. Scientist IV	\$ 180.00

PBS&J has an extensive list of titles. These titles are categorized into Grade Levels. Levels N2 through N11 are all non-exempt positions which are eligible for overtime pay @ 1.5 times the regular rate.