Contract Tracking No. <u>CM2096</u> Bid No.: NC13-033

CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES SOLID WASTE LANDFILLS AND OTHER RELATED ANCILLARY FACILITIES FOR NASSAU COUNTY, FLORIDA

THIS AGREEMENT made and entered into this 16th day of 2014, 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 S2L, Incorporated, a Florida Corporation, whose principle office address is located at 531 Versailles Drive, Suite 202, Maitland, Florida 32751, 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:

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ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage Consultant, and Consultant hereby

agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide 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.

2.2 The services shall be performed on an "as needed" basis per

project and by Work Authorization to this contract. Each Work Authorization shall

be approved by the Board of County Commissioners or their authorized

designee.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities

are to furnish required information, services, render approvals and decisions as

necessary for the orderly progress of Consultant's services. The County hereby

designates Engineering Services to act on the County's behalf with respect to the

Scope of Services. The Director of Public Works, under the supervision of the

County Manager shall have complete authority to transmit instructions, receive

Bid No.: NC13-033

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 not exceed a

total contract term of five (5) years. 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 Public

Works, for approval, a monthly invoice for the services rendered under this

Agreement. Invoices for services shall be paid in accordance with the Florida

Prompt Payment Act. All invoices shall be accompanied by a report identifying

the nature and progress of the work performed. The statement shall show a

summary of fees with an accrual of the total fees billed and credits for portions

paid previously. The County reserves the right to withhold payment to

Consultant for failure to perform the work in accordance with the provisions of

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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 <u>Final Invoice per Work Authorization</u>: 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.

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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 Attachment "A";

7.3 Loaded Billing Rates attached hereto as Attachment "B";

7.4 Request for Qualifications for Professional Engineering Services

Continuing Contract, Bid No. NC13-033;

7.5 Proposal submitted by Consultant in response to the Request for

Qualifications for Professional Engineering Services, Bid No. NC13-

033;

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 Statues.

ARTICLE 10 - INDEMNIFICATION

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

ARTICLE 11 - INDEPENDENT CONTRACTOR

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

ARTICLE 12 – EXTENT OF AGREEMENT

- **12.1** This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.
- **12.2** This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

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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.

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 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 Professional Liability:

- a. Consultant agrees to maintain Professional Liability with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement.
- b. Consultant shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
- c. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant shall notify the County within thirty (30) days of the change.
- **14.1.4** Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition

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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. \$1,000,000 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.

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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

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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

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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.

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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.

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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

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County Commission of the County of Nassau in the annual budget for each fiscal

year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Agreement

to give notice to any other party, it must be given by written notice either

delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground

courier services, or by messenger service, as follows:

COUNTY

Nassau County Contract Management

96135 Nassau Place, Suite 6

Yulee, Florida 32097

904-491-7377

Fax: 904-321-2658

cyoung@nassaucountyfl.com

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

CONSULTANT:

Samuel B. Levin

S2L, Incorporated

531 Versailles Drive, Suite 202

Maitland, Florida 32751

407-475-9163

407-470-0100

Fax: 407-475-9169

slevin@s2li.com

25.2 Notices shall be effective when received at the address specified

above. Changes in the respective addresses to which such notice may be

directed may be made from time to time by any party by written notice to the

other party. Email and facsimile are acceptable notice effective when received,

however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or

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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. HOLLOW

Its: Chair

sufficiency:

Date: 4-16-14

Approved as to form and legal

ATTEST TO CHAIR SIGNATURE

1 1/4:17

Its: Ex-Officio Clerk

Bid No.: NC13-033

ATTEST:	S2L, INCORPORATED
AlMaly	Albli
(Corporate Secretary)	Signature of President/Owner
Robert E. Mackey Type/Print Name of Corporate Secy.	Samuel B. Levin, President Type/Print Name of President/Owner
(CORPORATE SEAL)	Date: March 18, 2014
CORPORATE ACI	KNOWLEDGEMENT
STATE OF Florida :	
:SS COUNTY OF <u>Orange</u> :	
I HEREBY CERTIFY that on this day, be the State aforesaid and in the County at personally appeared Samuel B. Levin A Florida Corporation described in and who executed the fore before me that he/she executed the same	foresaid to take acknowledgments,, of,S2L, Incorporated , to me known to be the person(s) going instrument and acknowledged
WITNESS my hand and official seal this	, <u>18th</u> day of <u>March</u> , 2014 .
Signature of Notary Public	
State of Florida at Large	
	ERYL H. HOLLISTER COMMISSION # EE876791
Data Transcription (Charles and Charles an	CPIRES February 20, 2017 FloridaNotaryService.com
Personally known to me or Produced Identification	
Type of I.D. Produced	
□⊒ DID take an oath, or ☑ DID NOT take an oath	

ATTACHMENT "A" CM2096

Consultant Scope of Services for Professional Engineering Services Solid Waste Landfills and Other Related Ancillary Facilities Board of County Commissioners, Nassau County, Florida

Consultant will be required to provide the following services to the County for a period of three (3) years with the potential to renew for two (2) one-year terms, but in no case to exceed a total contract term of five (5) years. The scope of services outlined herein is the minimum scope of work to be provided. Work to be performed by the Consultant shall be on a negotiated, written assignment-by-assignment basis and shall include a "not to exceed" budget amount for the assignment. Work Authorizations shall be approved by the Nassau County Board of County Commissioners or their Designee.

The Consultant will provide Independent Consulting Engineering Services related to the needs of the County Solid Waste Department. The work may include but is not limited to the following:

- 1. Landfill Gas Operations and Maintenance Provide all monitoring and adjustments for the Landfill gas collection and control system to determine compliance with Title V air quality regulations and the NSPS and Greenhouse Gas (GHG) Reporting rules. This includes all monitoring as it relates to the site's gas system permits, such as weekly GHG monitoring, quarterly surface methane monitoring, routine maintenance and repair of the gas wells and flare system, emergency response services, non-routine operation and maintenance and repair services, and flare testing, inspection, and service.
- 2. Permit Assistance Assist the County in the preparation and submittal of permit applications and the renewal of environmental permits required for Long-Term Care including solid waste permits, NPDES, Title V permit, and any other permits required for the facilities.
- 3. Compliance Monitoring Assist the County in the preparation and submittal of regulatory compliance reports, including Title V Annual Emissions Report, NSPS Semi-Annual Reports, GHG Report, Statement of Compliance, Annual operating Report, Visible Emissions Report, and any other reporting as required by the permits.
- 4. Monitoring and Maintenance Assist the County in conducting environmental monitoring programs including evaluation and analysis of results, FDEP report generation and making recommendations. This work includes weekly monitoring of the gradient system and evaluating the gradient monitoring program including hydrology with special consideration to hydrogeological influences and the negative gradient required on the site by permit conditions. Assist the County with the maintenance of the gradient system. Work may also include assessment of the slurry wall.
- 5. System Improvements Analyze and recommend improvements to and/or adding existing facilities and programs including the preparations of construction and operating cost estimates. Assist the County in evaluating new technologies or systems that may be applicable to the County's solid waste system.

ATTACHMENT "A" CM2096

6. Landfill Closure – Evaluate and update the long-term care programs including the preparation of permit applications, as applicable.

- 7. Stormwater Pollution Prevention Plan Assist the County with updating and maintaining the Stormwater Pollution Prevention Plan (SWPPP) and the Spill Prevention Plan (SPP) and any necessary training.
- 8. Financial Assurance Provide post closure and long-term care cost estimates and assist the County in meeting financial responsibility requirements.
- 9. Coordination The Consultant will be required to coordinate with other contracted Professional Service Providers, as necessary, for monitoring, reporting, or permitting requirements;

10. Miscellaneous Services

- Regulatory Issues Monitor EPA and FDEP rulemaking, as well as state and federal legislative initiatives and advise the County of the affect of legislation and/or rule changes on its facilities and operations.
- Survey Assist the County in conducting surveys as required for landfill operation and permitting as well as to support other activities and projects.
- Meetings and Presentations Assist the County in preparing for, and participating in meetings and presentations to local government, citizen groups and regulatory agencies.
- 11. Ad Hoc Engineering Recommendation, design, and permitting support for the facilities and systems, as may be required, including landfill closure areas, stormwater facilities, leachate treatment system, landfill gas systems, Convenience facility, roadways, and monitoring systems. Work may include design, specifications, and assistance during bidding, and construction services.
- 12. The Consultant shall also provide services not otherwise described, or any other tasks associated with the County's solid waste permits and operations, which may be required by the County during the course of the Agreement.

Attachment B

Proposed Loaded Billing Rates for 2014 for Services Provided by S2Li on Behalf of Nassau County

Contract Position	Hourly Rate		
Project Director/Principal-in-Charge	\$ 225.00		
Regional Manager/QC Officer	\$ 208.88		
Principal Engineer	\$ 171.38		
Senior Engineer	\$ 122.51		
Associate Engineer/CADD	\$ 47.47		
Office Manager	\$ 68.46		

- 1 Billing Rate includes 175.66% for fringes and overhead, 12.06% for expenses (per attached overhead rate and 10% profit. Project Director was capped at \$225.00 per hour
- 2 Rates include typical expenses such as reproduction. Any other extraordinary shall be negotiated on a case by case basis
- 3 Subconsulting costs will be billed as pass through costs with no profit or fees added by S2Li in addition to actual costs

THE COLINAS GROUP

THE COLINAS GROUP, INC.

HYDROGEOLOGISTS & ENGINEERS

Mr. Sam Levin, P.E. S2L, Inc. 529 Versailles Drive, Suite 202 Maitland, FL 32751 February 24, 2014

Subj: Professional Hydrogeologic Services Fee Schedule

S2L, Inc. / Nassau County Continuing Contract for Engineering Services

Dear Mr. Levin:

The Colinas Group, Inc. (TCG) herein presents our proposed Professional Services Fee Schedule for hydrogeologic services that may be required from time to time in support of specific projects assigned to S2Li by Nassau County:

S2L, Inc. / Nassau County Continuing Professional Engineering Services Contract Support February 24, 2014

Personnel Classification	Billing 1/. Rate
Principal Consultant/Project Manager (PG)	\$ 145.60
Sr. Hydrogeologist (PG)	\$ 117.60
Staff Hydrogeologist	\$ 86.20
Environmental Field Technician	\$ 84.15 <u>2</u> /.
Draftsperson/CAD Operator	\$ 60.00
Clerk/Word Processor	\$ 37.50

- Billing Rates include typical expenses such as mileage, reproduction and communication costs.
- 2/. Billing Rate includes mileage, field-testing instruments and water sampling supplies.
- 3/. As required, on a project-by-project basis, specialized field investigation equipment rental and subcontract drilling and well construction services will be billed as pass through costs with no profit or other fees added to actual cost.

The above billing rates will remain in force throughout the duration of S2Li's contract term with Nassau County.

Very truly yours,

THE COLINAS GROUP, INC.

Richard L. Potts, Jr., P.G

Principal Consultant FL P.G. Reg. No.1113

ENVIRONMENTAL MANAGEMENT & DESIGN



Rate for Nassau County

The following is our information regarding loaded rates for Nassau County and is based on FDOT requirements. These rates will be used throughout the duration of the Contract.

Co	entract Classification	Contract Rate		
En	vironmental Project Manager	\$160.20		
Chief Scientist \$127.33		\$127.33		
Senior Scientist \$107.75		\$107.75		
Environmental Specialist \$102.31		\$102.31		
Secretary/Clerical \$52.75				
1	Rates include "typical" expenses such as reproduction & field supplies (flagging, stakes, etc.). Any other extraordinary expenses shall be negotiated on a case by case basis.			

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Kathleen S. Hale, President
Printed Name and Title
Kallan Hole
Signature

Date: February 21, 2014

E-mail: emd@emd-inc.net @ Web Site: emd-inc.net

GROVE SCIENTIFIC & ENGINEERING

Fee Quotation Proposal

Re: Nassua County Bid #NC13-033

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Nassua County. These are the determined rates for Grove Scientific & Engineering Company that is standard proposals for any and all government entities:

RATE SCHEDULE

<u>LABOR</u>	BILLABLE
Senior Scientist/Principal	\$126.57
Senior Engineer/Professional Engineer	\$225.00
Professional Geologist	\$57.92
Environmental Scientist	\$84.38
Environmental Specialist	\$70.38
Paraprofessional	\$59.67
Technician	\$35.10

Rates include all direct costs.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Dart Morales	
Printed Name and Title	
Signature	
March 5, 2014 Date	Barrari

KESSLER CONSULTING GROUP

Kessler Consulting, Inc. 2014 Nassau County Rates

POSITION	RATE		
Project Director	\$185/hour		
Project Manager	\$140/hour		
Senior Consultant	\$125/hour		
Consultant	\$95/hour		
Research Analyst	\$75/hour		
Administrative Assistant	\$50/hour		

Rates include "typical" expenses such as reproduction. Any other extraordinary expenses shall be negotiated on a case by case basis.

PRECISION ENGINEERING SOLUTIONS

Precision Engineering Solutions, Inc.

9519 Cannon Drive, Orlando, Florida 32817 Ph (407) 671-4275

nwesson@precisionengr.com

February 24, 2014

Mr. Sam Levin, P.E. S2L, Inc. 531 Versailles Drive, Suite 202 Maitland, FL 32751

RE: Nassau County - Solid Waste Engineering Services - Fee Quotation

Dear Mr. Levin,

As requested, the following is my personnel hourly rates that will be used throughout the duration of the Contract.

I propose an hourly rate for myself of \$118.68 which includes labor and incidental expenses such as printing and mileage.

The "President" will be the only personnel used under this contract.

Please let me know if you have any questions.

Eva N. Wesson, P.E.

President

Date: February 24, 2014

Eva Wesson

PRW GROUP, LLC

PRW GROUP, LLC

PLANNING • DESIGN • UTILITIES • MANAGEMENT • LEACHATE • WASTEWATER • WATER • REUSE

February 25, 2014

Mr. Sam Levin, P.E. President S2L, Incorporated. 531 Versailles Drive, Suite 202 Maitland, Florida 32751-7301

RE: Professional Engineering Services Fee Schedule

S2L, Inc. / Nassau County Continuing Contract for Engineering Services

Dear Mr. Levin:

The Professional Services Fee Schedule for PRW Group, LLC for the referenced contract is presented below. The billing rates will remain in force throughout the duration of the contract with Nassau County.

PRW Group, LLC
Professional Services Fee Schedule

Labor Category	Position Code	Billing Rate (1)
Sr. Principal	P8	\$172.74
Principal	P7	\$157.03
Sr. Project Manager	P6	\$133.38
Project Manager	P5	\$128.48
Sr. Professional II	P4	\$109.21
Sr. Professional I	P3	\$98.29
Professional II	P2	\$83.55
Professional I	PI	\$75.19
Sr. CADD Tech	T2	\$77.25
CADD Technician I	T1	\$59.48
Administrative Assistant II	A2	\$49.45
Administrative Assistant I	A1	\$38.07

^{1.} Billing Rates include typical expenses such as mileage, reproduction and communication costs.

Sincerely,

Richard Wilson, P.E.

President

PRW Group, LLC

R.E. HOLLAND & ASSOCIATES

R.E. Holland & Associates, Inc.

ATTACHMENT 1

NASSAU COUNTY ENVIRONMENTAL SERVICES, FEBRUARY 2014

STANDARD BILLING RATES

(Hourly Unit Prices)

Principal (Professional Partner) S	150.00
	110,00
	175.00
	140.00
and the amount was a second of the second of	65.00
alai i i i i	51.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/14/2014

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

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

	aorsement(s).		
PRODUCER	_	CONTACT NAME:	
Eidson Insurance, A Marsh&McLe 2807 Edgewater Drive	nnan Agency	PHONE (A/C, No, Ext): (407) 849-0333 FAX (A/C, No): (407)	425-5694
Orlando FL 32804		E-MAIL ADDRESS:	
Orlando FL 32804		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: American Casualty Company	20427
INSURED	(407) 475-9163	INSURERB: Westchester Surplus Lines Ins	10172
S2L, Inc		INSURER C: Transportation Insurance Co	20494
531 Versailles Drive Suite 202	2	INSURER D: Continental Casualty Company	20443
Maitland FL 327514589		INSURERE: Continental Casualty Company	20443
		INSURER F:	
COVERAGES C	ERTIFICATE NUMBER: Cert ID 41	.753 REVISION NUMBER:	

COVERAGES CERTIFICATE NUMBER: Cert ID 41753 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE BELOW HAVE BEEN ISSUED TO THE BELOW HAVE BEE

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

INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		B2075876503	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT \$ 1,000,000
D	X ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS		B2075880437	1/1/2014	1/1/2015	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
<u> </u>	<u> </u>					\$
E	X UMBRELLA LIAB X OCCUR		B2095585866	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$ 2,000,000
L	DED X RETENTION\$ 10,000					\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		WC275880387	1/1/2014	1/1/2015	X PER OTH-
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A			1	E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
В	Professional Liability		G27085052001	1/1/2014	1/1/2015	Each Claim s 2,000,000
	Claims Made/Ded \$10,000		Retro Date 3/1/1997			Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Continuing Contract for Professional Engineering Services. Solid Waste Landfills and Other Related
Ancillary Facilities for Nassau County, Florida. Certificate holder, as Designated Organization, is
an Additional Insured as respects General Liability and Automobile Liability. Umbrella follows form
to the underlying policies as respects to Additional Insureds. Above subject to the terms,
conditions and exclusions of the policy.

CERTIFICATE HOLDER	CANCELLATION
Nassau County, Florida	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
96135 Nassau Place, Suite 6	AUTHORIZED REPRESENTATIVE
Yulee FL 32097	Laura Coigrana