

**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 _____ day of _____ 2019, 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, Inc.**, 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, 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

2.1 Consultant shall provide professional engineering services in accordance with the *Scope of Services* 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 Solid Waste/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 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 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, Consultant will clearly state "Final Invoice" on 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 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** Fee Schedule/Billing Rates attached hereto as Attachment "B";
- 7.4** Applicable Permits attached hereto as Exhibit "1"
- 7.5** *General Information and Minimum Insurance Requirements* attached hereto as Exhibit "2"
- 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

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 Consultant and other persons employed or utilized by 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 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 requirements set forth in Exhibit "2"

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, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that 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 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 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

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 24 - FUNDING

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

ARTICLE 25 - NOTICE

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

COUNTY

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-491-7377
Fax: 904-321-2658
ghagins@nassaucountyfl.com

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

CONSULTANT:

Samuel B. Levin
S2L, Inc.
531 Versailles Drive
Maitland, Florida 32751
Phone: 407-475-9163
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 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**

JUSTIN M. TAYLOR
Its: Chairman

Date: _____

ATTEST TO CHAIR
SIGNATURE

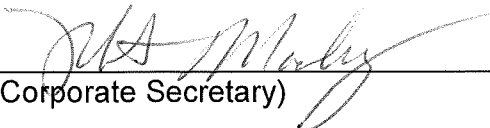
Approved as to form and legal
sufficiency:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MICHAEL S. MULLIN

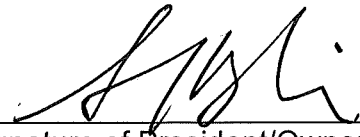
ATTEST:

S2L, Inc.


(Corporate Secretary)

Robert E. Mackey
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)


Signature of President/Owner

Samuel B. Levin
Type/Print Name of President/Owner

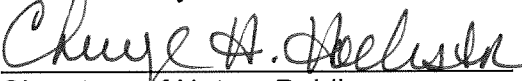
Date: April 10, 2019

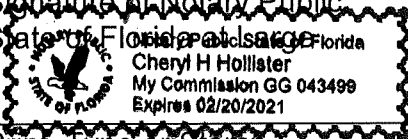
CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
:SS
COUNTY OF Orange :

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 Samuel Levin & Robert Mackey, of, S2L, Incorporated
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 10th day of April, 2019.



Signature of Notary Public
State of Florida

Cheryl H. Hollister
My Commission GG 043499
Expires 02/20/2021

Print, Type or Stamp
Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☒ DID NOT take an oath.

ATTACHMENT "A"

Consultant Scope of Services for 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. Inward Gradient 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 monthly 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.

6. Landfill Post 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.
 - Engineering support for Bryceville Landfill, as requested.
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. Groundwater and Surface Water Monitoring Services for the West Nassau and Lofton Creek Landfill- Completion of regularly-occurring, semi-annual groundwater and surface water monitoring requirements at each of the two landfills in accordance with the requirements of each landfill's WQMP issued by the FDEP. Primary service components include: Collection of groundwater/surface water samples, field sample testing and recording; Provision of a qualified analytical laboratory for sample analysis and reporting, and; Preparation of a written Semi-Annual Monitoring Report in accordance with, and addressing each of the reporting requirement of, each landfill WQMP and electronic submission of the report to the FDEP. Additional groundwater/surface water monitoring as requested.
13. 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 2019/2020 for
Services Provided by S2Li on Behalf of Nassau County**

Contract Position	Hourly Rates
Project Director/Principal-in-Charge	\$250.00
Regional Manager/QC Officer	\$232.25
Principal Engineer	\$190.26
Senior Engineer	\$137.09
Project Engineer	\$ 97.92
Associate Engineer/CADD	\$ 74.21
Field Technician	\$ 52.38
Office Manager	\$ 76.24

1. Billing rate based on applying a 10% profit to S2Li's breakeven multiplier. Project Director was capped at \$250.00 per hour.
2. Rates include typical expenses such as reproduction, travel costs (except for field vehicle), lodging, and printing. Any other extraordinary direct expenses shall be negotiated on a case by case basis and will be identified in the Work proposal.
3. Subconsultant costs and parts purchased on the County's behalf will be billed as pass-through costs with no profit or markup added by S2Li in addition to actual costs.
4. Field vehicle (truck) will be billed at \$100/day.