

LG² Environmental Solutions, Inc.

CONTRACT FOR SERVICES
LG² Environmental Solutions, Inc.
Project Number 99004B

The following contract for services is an agreement between *LG² Environmental Solutions, Inc.* "Consultant" and Nassau County "Client" with the terms specified herein. Client agrees that the Company/Individuals signing this agreement has the ability to compensate Consultant for the work described herein and will pay client fees due whether or not the proposed project materializes. Consultant agrees to perform the following tasks for the associated fee.

Project Name: **North-end Boat Ramp**
Location: **Nassau County, Florida**

SCOPE OF SERVICES	FEE
Task 1. Request for Additional Information Response	\$700
<i>LG² Environmental Solutions, Inc. (LG²ES)</i> will address items 12 through 14 in the Request for Additional Information (RAI) dated May 25, 2001. A draft response will be submitted to both Nassau County and Pitman Hartenstein & Associates, Inc. (PH&A) for review before final submittal to DEP.	
Task 2. Manatee Consultation (optional)	\$400
<i>LG²ES</i> will review the new US Fish and Wildlife guidance on Manatees in regard to the proposed project. Assurance against significant impact to Manatees can be accomplished by payment into a fund that supports law enforcement on boat traffic. Payment amounts will be determined based on the proposed plans with recommendations on reduction of the payment amounts if warranted.	
Task 3. Archeological Survey	\$3800
<i>LG²ES</i> will directly contract Florida Archeological Services, Inc. to perform the necessary file reviews and field investigations to satisfy the requirements of the State Historic Preservation Officer. This fee should cover normal assessment costs. However, in the event that any unforeseen circumstances occur, such as the presence of	

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unmarked human remains, extensive subsurface archeological deposits, or other unanticipated major finds, then LG²ES reserves the right to renegotiate this task fee.

Task 4. Gopher Tortoise Survey (optional) \$800

If required by Florida Fish and Wildlife Commission, LG²ES will conduct a survey for gopher tortoise on the property. Should a population be located, LG²ES will consult with Public Works as to development options.

Task 5. General Consultation Time and Materials

Additional services beyond the above scope of work may be verbally authorized by the Client or his/her representative and billed by the Consultant on an hourly basis for a fee of \$70 per hour for a Senior Scientist or \$60 per hour for an environmental specialist. Consultant will complete the work on a time and materials basis. Another cost proposal can be provided if other tasks arise. Other such tasks may include, but not limited to:


- Pre-application meetings
- Permit Strategy meetings
- Mitigation plans
- Any on-site meetings required by agencies
- Response to second and subsequent RAIs
- Wildlife surveys
- Attendance and presentation to public hearings
- Construction monitoring


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TERMS:

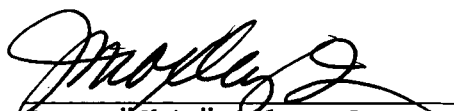
- CONSULTANT will complete the work described above in a timely manner unless delayed by CLIENT'S request, lack of information, or intervening factors beyond our control.
- CLIENT assures CONSULTANT that it has permission to work on the subject property and will advise CONSULTANT of proper procedures for accessing subject property.
- Outside services and expenses such as sub-CONSULTANT and special purchases will be invoiced with a handling fee of 15 percent.
- CLIENT will provide CONSULTANT with any special billing formats or considerations with the signed contract.
- Billing is done either monthly or immediately after completion of specific tasks depending on whether or not work is on-going from month to month. Payment is due immediately upon receipt of the invoice; after 30 days the CLIENT agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work termination until overdue accounts are resolved.
- Failure to pay within 60 days from the date of invoice will be considered to be a breach of contract and CONSULTANT may cease work and withhold all work product immediately without penalty from CLIENT. Failure to make payments within 30 days of invoice shall constitute release of CONSULTANT from any or all claims which CLIENT may have, whether in tort, contract or otherwise, and whether known or unknown at the time. Any disputes regarding payment for services shall be resolved in a court in St. Johns County. CLIENT agrees to pay all legal fees and other collections costs incurred by CONSULTANT to collect unpaid invoices.
- The CLIENT agrees to protect, defend, indemnify and hold CONSULTANT, its corporate affiliates and their respective officers, directors, employees and agents, free and harmless from and against any and all claims, demands, causes of action, suits or other litigation (including all costs thereof and attorney's fees) of every kind and character arising in favor of CLIENT or any third party (including, but not limited to, personnel furnished by CLIENT or its suppliers and subcontractors or any tier) on account of bodily injury, death or damage to or loss of property in any way occurring, incident to, arising out of, or in connection with the work performed or to be performed by CLIENT hereunder or occurring, incident to, arising out of, or in connection with the presence of CLIENT, its personnel, agents, suppliers and subcontractors (and their respective personnel) on the premises, all (1) regardless of whether or not CONSULTANT, its corporate affiliates or their respective officers, directors, employees or agents are negligent in whole or in part and even when caused by the joint, concurrent or sole fault or neglect of CONSULTANT, its corporate affiliates or their respective officers, directors, employees or agents, and (2) regardless of whether or not CLIENT, its corporate affiliates or their respective officers, directors, employees or agents are negligent in whole or in part and when caused by the joint, concurrent or sole fault or neglect of CLIENT, its corporate affiliates or their respective officers, directors, employees or agents.
- CONSULTANT shall not be bound by:
 - Any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement;
 - Any provisions conditioning CONSULTANT'S right to receive payment for its work upon payment to CLIENT by any third party; or
 - Any provision wherein CONSULTANT waives any rights to a mechanics lien.
- CONSULTANT rates change on January 1 of each year.

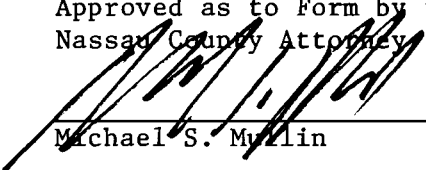
TERMS ACCEPTED:

SIGNATURE 
 NAME(print) MARIANNE MARSHALL
 FIRM Nassau County Board of County
 TITLE Chairman Commissioner
 DATE July 9, 2001
 Billing Address, phone, and Contact:

SIGNATURE 
 NAME(print) Lee Gerald
 FIRM: CONSULTANT
 TITLE: President
 DATE: 7/16/01

ATTEST:


 J. M. "Chip" Oxley, Jr.
 Ex-Officio Clerk

Approved as to Form by the
 Nassau County Attorney

 Michael S. Mullin