

LG² Environmental Solutions, Inc.

CONTRACT FOR SERVICES
LG² Environmental Solutions, Inc.
2001-252

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. Please initial and/or date in the space provided for each task approved in this contract.

Project Name: David L. Yulee Park
Location: Yulee, Nassau County, Florida

SCOPE OF SERVICES

	FEE
Task 1. Wetland Delineation and Survey for Listed Species <i>LG² Environmental Solutions, Inc. (LG²ES)</i> will delineate all areas under the jurisdiction of the U.S. Army Corps of Engineers and St. Johns River Water Management District using current methodologies. A wetland-flagging sketch will be provided to either CLIENT, project engineers, or surveyors upon completion of delineation. Normal Water and Seasonal High Water will be indicated by placing nails in trees or other structures bearing such indicators for the surveyor to locate. In addition, the property will be evaluated for the potential occurrence of listed protected plants and animals.	\$350
Task 2. Jurisdictional Determination with St. Johns River Water Management District (SJRWMD) <i>LG²ES</i> will schedule an informal wetland delineation review with SJRWMD to further review the project and approve the wetland lines.	\$350
Task 3. Jurisdictional Determination with U.S Army Corps of Engineers (CE) <i>LG²ES</i> will coordinate with CE to schedule a site visit for the purpose of review and approval of the wetland delineation. <i>LG²ES</i> will prepare site documentation, including CE data sheets, required to schedule a site visit for the purpose of review and approval of the wetland delineation.	\$400

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Task 4.	Letter/Report regarding Presence of listed Rare, Threatened, or Endangered Species (if required)	\$350
	<p>Should the presence of a species listed as rare, threatened, or endangered by the U.S. Fish and Wildlife Service or the Florida Wildlife Commission be discovered during task 1, a letter/report will be prepared identifying the species, location, habitat description, estimated extent of habitat and range, and recommendations. If no listed species or habitat for a listed species is discovered, a letter stating such will be provided if requested.</p>	
Task 5.	Environmental Resource Permit Application Addendum-St. Johns River Water Management District (SJRWMD)	\$1000
	<p><i>LG²ES</i> will prepare documentation, including forms, tables, narrative, and all necessary drawings for addressing the environmental items of Section E as part of the Environmental Resource Program (ERP) permit application. The documentation will be submitted in the form of an addendum to the project engineering consultant's ERP Application. <i>LG²ES</i> will coordinate with the project engineering consultant to prevent any duplication in addressing ERP items. The cost includes response to one (1) Request for Additional Information.</p>	
Task 6.	Pre-Construction Notification 39- U.S. Army Corps of Engineers (CE)	\$800
	<p><i>LG²ES</i> will prepare all necessary documentation, including forms, narrative, and all necessary drawings to be submitted to CE. The cost does include response to one (1) Request for Additional Information.</p>	
Task 7.	General Consultation	Time and Materials
	<p>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. Such services may include but are not limited to:</p>	
	<ul style="list-style-type: none">● Listed Species density survey● Takings permits or Relocation Permits● Habitat Conservation Plans	

- Additional meetings beyond those listed above
- Search for adequate mitigation sites
- Search for alternative sites for analysis
- On-site Sewage Treatment System Analysis
- Meetings and Documentation required by local agencies
- Individual Permit Applications
- Additional RAI's over and above that described above

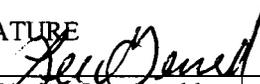
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TERMS:

- 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.
- Unless otherwise specifically described in the proceeding proposal, 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 Commissioners
 TITLE Chairman
 DATE November 26, 2001

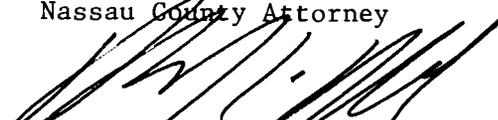
SIGNATURE 
 NAME(print) Lee Gerald
 FIRM: LG² Environmental Solutions, Inc.
 TITLE: President
 DATE: Jan 03, 2002

Billing Address, phone, and Contact:

ATTEST:


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

Approved as to Form by the Nassau County Attorney


 Michael S. Mullin