

LG² Environmental Solutions, Inc.

**CONTRACT FOR SERVICES
LG² Environmental Solutions, Inc.
Project Number 2003-044**

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/Individual signing this agreement has the ability to compensate Consultant for the work described herein and will pay fees due whether or not the proposed project materializes. Consultant agrees to perform the following tasks for the associated fee:

Project Name: David Yulee Park-Environmental Permitting (John Muier Ecological Park)
Location: Yulee, Florida

SCOPE OF SERVICES

ESTIMATED FEE

Task 1. Environmental Resource Permit Application-St. Johns River Water Management District (SJRWMD) \$1,500.00

LG²ES will coordinate with the project engineers (Zev Cohen and Associates, Inc.) during all work necessary to secure an Environmental Resource Permit from the SJRWMD. This task will include completion of all forms, figures, and tables associated with the environmental portions of the application package to be included with the engineer's submittal. This task will include one response to a RAI. Any responses to additional RAI's will be billed on a time and materials basis.

Task 2. Nationwide Permit - Pre-construction Notification - U.S. Army Corps of Engineers \$1,000.00

LG²ES will prepare appropriate documentation to CE as Pre-construction Notification to request authorization under Nationwide Permit number 39. Should CE determine that this project will not qualify for the Nationwide Permit program, then another cost proposal will be provided to prepare an Individual Permit application.

Task 3. Out-of-Scope Services

Time and Materials

Additional services beyond the above scope of work may be billed by the Consultant on an hourly basis for a fee of \$95 per hour for a Senior Scientist or \$75 per hour for an Environmental Specialist. Consultant will complete the work on a time and materials basis. Either written or verbal authorization from Client will be obtained before any out-of-scope work is performed. Client may request an additional "lump sum" cost proposal to address any out-of-scope tasks that may arise. Out-of-scope tasks may include but are not limited to:

- Mitigation plans,
- Additional agency meetings (on-site or off-site),
- Additional team meetings,
- Wildlife Takings or Relocation Permits,
- Establishment of seasonal high water elevation(s) in wetland(s),
- Re-submittal of applications due to significant site plan revisions,
- Response to additional permitting RAI's,
- Public hearings,
- Response to substantial public comment,
- Permitting with Nassau County, and/or
- Application for non-zoning variances.
- Wildlife Assessments or Reports

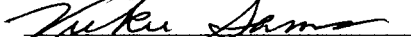
LG² Environmental Solutions, Inc.

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.

PROPOSAL 2003-039 TERMS ACCEPTED:

SIGNATURE



NAME(print) Vickie Samus

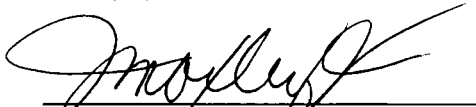
FIRM Nassau County Bd. Co. Comm.

TITLE Chairman

DATE March 24, 2003

Billing Address, phone, and Contact:

ATTEST:



J.M. "Chip" Oxley, Jr.

Ex-Officio Clerk

SIGNATURE



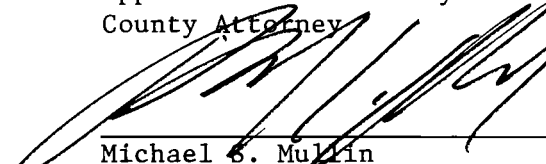
NAME(print) Lee Gerald

FIRM: CONSULTANT

TITLE: President

DATE: 3/27/03

Approved as to Form by the Nassau
County Attorney



Michael S. Mullin



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

March 26, 2003

J. M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. Lee Gerald
President
LG² Environmental Solutions, Inc.
88 Riberia Street, Suite 300
St. Augustine, FL 32084

RE: David Yulee Park

Dear Mr. Gerald:

Enclosed please find the original of the contract between Nassau County and your firm for environmental services for the above referenced property.

Please execute the original agreement where indicated and return the original to my office in the enclosed self-addressed envelope. A certified copy will be provided to you for your records.

Also, please note that the billing address for Nassau County should be: Financial Services, Post Office Box 4000, Fernandina Beach, FL 32035-4000.

Thank you for your prompt attention to this matter.

Sincerely yours,

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

JMO:jb

Enclosure

CC: Daniel Salmon, Buildings Maintenance Director

(904) 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

Agenda Request For: **March 24, 2003**

Department: **Parks and Recreation**

Fund: **General**

Action requested and recommendation:

Request Chair-Person sign agreement with LG2 Environmental Solutions, Inc., to perform environmental services at David Yulee Park.

Funding Source: **01720572-563719**

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Completion of the park will have a financial impact to repairs and maintenance account in Parks and Recreation.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

Yes

Reviewed by:

Legal:

Finance:

Coordinator:

[Handwritten signatures for Reviewed by, Legal, Finance, and Coordinator]

*reference bill address
- letter:
PO Box 4000
Johns Creek, GA
32055*

03 MAR 14 AM 9:19
COUNTY COMMUNICATIONS
OFFICE