

LG² Environmental Solutions, Inc.

CONTRACT FOR SERVICES
LG² Environmental Solutions, Inc.
Project Number 2003-068

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: **Monitoring for the North End Boat Ramp Mitigation Site**
Location: **Fernandina Beach, Florida**

SCOPE OF SERVICES**FEE**

Task 1. Monitoring of Wetland Creation Area \$650.00/Event

LG²ES will monitor the created wetland area on a semiannual basis for three years. Written reports of each monitoring event will be submitted to the permitting agency within 30 days of the second semiannual monitoring event of each year. As part of the monitoring, *LG²ES* will:

- Use existing transects to provide a basis for the observation of the growth of planted and recruited species.
- Examine each transect and record number of overall conditions, plant growth, and clumping characteristics.
- Record each transect with the use of photographic stations for an overview of the general condition of each area.
- Calculate percent aerial coverage of both planted and volunteer herbaceous and shrub species by visual observation and photographic record.
- Estimate percent cover of undesirable species.
- Provide a brief summary of possible cause of the deficiency and the actions taken to the permitting agency if the recruitment of desired species does not occur in some areas.
- Note any significant erosional/depositional problem areas and corrective action to repair the damage and control any further sedimentation will be taken immediately.
- Document any observation of wildlife use.
- Submit annual monitoring reports to SJWMD & Nassau County.

LG² Environmental Solutions, Inc.

Scheduled Events

Total Fees

6 Events (2 per year)

\$ 3900.00

Task 2. General Consultation and Out-of-Scope Services

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 \$75 per hour for a Senior Scientist or \$65 per hour for an environmental specialist. Consultant will complete the work on a time and materials basis. Another cost proposal can be provided when other tasks arise.

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.
- 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 Nassau 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 2003-068 AND TERMS ACCEPTED:

SIGNATURE



NAME(print) Vickie Samus

FIRM Nassau County Bd. Co. Comm.

TITLE Chairman

DATE 9-22-03

Billing Address, phone, and Contact:

SIGNATURE



NAME(print) Leesa Gerald

FIRM: LG² Environmental Solutions, Inc.

TITLE: President

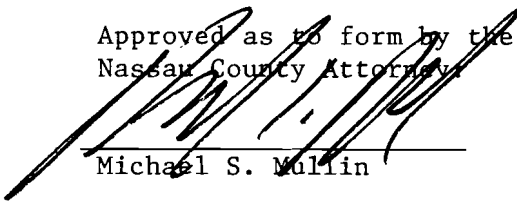
DATE: _____

ATTEST:



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

Approved as to form by the
Nassau County Attorney


Michael S. Mullin

LG² Environmental Solutions, Inc.
88 Riberia Street, Suite 300, St. Augustine, Florida 32084
(904) 824-8633 : Fax: (904) 824-8177

September 8, 2003

Ms. Dawn Stevenson
Nassau County Public Works Department
213 Nassau Place
Yulee, FL 32097

**Re: Monitoring for the North End Boat Ramp Mitigation Site
Proposal for Services**

Dear Ms. Stevenson:

Thank you for calling *LG² Environmental Solutions, Inc. (LG²ES)*. We are pleased to present this proposal to perform environmental services for the property referenced above. The following proposal lists each task to be performed by *LG²ES* and estimated fees.

If the attached list of services or tasks, estimated fees, and terms of the contract are agreeable to you, please approve the proposal by signing in the spaces provided and return it to me by mail or fax. If any part is not agreeable to you, please call me to discuss further.

Sincerely yours,

LG² Environmental Solutions, Inc.



Leesa Gerald
President

Attachment

RECEIVED
SEP 17 PM 4:12
SUON