

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2732

CONTRACTOR INFORMATION

Name: LG2 Environmental Solutions, Inc.
Address: 10475 Fortune Parkway, Suite 201 Jacksonville FL 32256
City State Zip
Contractor's Administrator Name: Brian Spahr Title: Sr. Project Manager
Tel#: (904) 288-8631 Fax: _____ Email: brianspahr@yahoo.com

CONTRACT INFORMATION

Contract Name: Environmental Assessment for NCSO property Contract Value: \$4,000
Brief Description: Environmental Assessment for NCSO Public Safety Training Complex property
Contract Dates : From: Execution to: completion Status: New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Professional Services

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|---------------------------|---|
| 1. | <u>Michael O'Edward</u>
Department Head Signature | <u>09-16-2019</u>
Date | <u>Sheriffs Office</u>
Submitting Department |
| 2. | <u>Stacyon Higgins</u>
Contract Management | <u>9/17/19</u>
Date | <u>68031521-562000</u>
Funding Source/Acct # |
| 3. | <u>Mullin</u>
Office of Management & Budget | <u>9/12/19</u>
Date | |
| 4. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>9/12/19</u>
Date | |

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature]
Michael Mullin
9/12/19
Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

LG² Environmental Solutions, Inc.
10475 Fortune Parkway, Suite 201 , Jacksonville, Florida 32256
(904) 288-8631 Fax: (904) 262-8637

September 10, 2019

Grayson Hagins
Contract/Purchasing Manager
Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097

ghagins@nassaucountyfl.com

**Re: Nassau County Sherriff's Office Property
Proposal for Services**

Dear Mr. Hagins:

Thank you again for including *LG² Environmental Solutions, Inc. (LG²ES)* on this project. 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.



Brian L. Spahr
Senior Project Manager

Attachment 2019-239:

LG² Environmental Solutions, Inc.

CONTRACT FOR SERVICES
LG² Environmental Solutions, Inc.
2019-239

The following contract for Services is an agreement between **LG² Environmental Solutions, Inc.** (LG²ES) "Consultant" and **Nassau County Board of County Commissioners** "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 fees:

Project Name: Nassau County Sherriff's Office Property
Location: Nassau County, Florida

SCOPE OF SERVICES **FIXED FEE**

Task 1. Listed Species/Habitat Assessment\$2,200.00

LG²ES will review reference data and conduct a wildlife assessment of the subject property. The assessment will focus on known habitats of State and Federal-listed flora and fauna species.

A report will be provided to the Client. The report will include descriptions of Significant Natural Communities Habitat and habitats associated with listed species, descriptions of evidence of listed species, and GIS and/or CAD generated site map(s) that will show the extent and location of the on-site communities. The findings of this assessment will determine if further surveys, permitting, and population density calculations of specific species will be required.

Task 2. Gopher Tortoise Burrow Survey.....\$1,800.00

LG²ES will perform a 100-percent gopher tortoise burrow survey of subject property, pursuant to current Florida Fish and Wildlife Conservation Commission (FWC) requirements. Active, Potentially Active and Abandoned burrows will be marked in the field (staked if necessary), alpha-numerically identified, and located by GPS equipment capable of sub-meter accuracy. Upon completion of the survey the resultant GPS data will be utilized to plan for a FWC relocation permit.

Task 3. General Consultation and Out-of-Scope Services.....Time and Materials


Additional services beyond the above scope of work shall require authorization in writing or by electronic correspondence from the Client or his/her representative and billed by the Consultant on an hourly basis. 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. CLIENT is fully responsible for correct identification of property location and boundaries. CONSULTANT is not responsible for damage, physical or financial, resulting from erroneous or misleading, or the lack of, site location or boundary information.
- 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 products 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 Duval 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 CONSULTANT 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.
- CLIENT acknowledges by signature below that LG2 Environmental Solutions, Inc. is not a Registered Land Surveyor, Professional Engineer, Professional Geologist, Attorney, or a Planner of any type licensed in any state. Any product produced, including but not limited to, plans, maps, reports, permit applications, GPS data, measurements of any type, sketches, interpretation of law, or any other similar service is merely opinion and approximate in nature and used for informational purposes only. CLIENT is aware that any design, survey, engineering, interpretation of law, or any other such product should be performed by a licensed professional in the appropriate field. CLIENT agrees to hold LG2 Environmental Solutions, Inc., its corporate affiliates or their respective officers, directors, employees or agents, totally and completely harmless for any damages, physical or financial, that may occur from our services. CLIENT agrees that any use of information or product provided by LG2 Environmental Solutions, Inc. is at the CLIENTS own risk.
- LG2 Environmental Solutions, Inc. is a consulting company providing consultation based on readily ascertainable information provided or obtained at the time. All services and products regarding regulatory interpretation are based on rule interpretation at the time of the service or product delivery and CLIENT understands that rules and interpretations can change at anytime without notice.
- CLIENT agrees that CONSULTANT will only be liable for up to the dollar amount of this contract.
- 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.
- Contract Estimates, Estimated Fees, Not-to-Exceed Fees, or Time and Material Fees under \$500.00 are due upon services rendered, unless previously arranged by principles of CONSULTANT.
- CONSULTANT rates change on January 1 of each year.

PROPOSAL AND TERMS ACCEPTED 2019-239:

SIGNATURE: 
NAME (print): Michael Mullin
FIRM: Duval County
TITLE: County Planner
DATE: 2/2/19
Billing Address, Phone and Contact: _____

SIGNATURE: _____
NAME (print): Leesa Gerald
FIRM: LG² Environmental Solutions, Inc.
TITLE: President
DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Holmes Organisation of Florida, Inc. 11512 Lake Mead Ave, Building 800 Jacksonville FL 32256	CONTACT NAME: PHONE (A/C, No, Ext): 904-645-3804 FAX (A/C, No): 904-645-3805 E-MAIL ADDRESS: fax@holmesorg.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED LG2ENVI-01 LG2 Environmental Solutions, Inc 10475 Fortune Parkway, Suite 201 Jacksonville FL 32256	INSURER A : Homeland Ins Co of NY NAIC # 35378	
	INSURER B : Old Dominion Insurance Co 40231	
	INSURER C : The Phoenix Insurance Co 25623	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1769917057 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7930042570003	2/23/2019	2/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		B1T8601V	2/23/2019	2/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		7930058970003	2/23/2019	2/23/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A		UB0K24326A1947G	2/23/2019	2/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability Professional Liability		7930042570003	2/23/2019	2/23/2020	Pollution 1,000,000 Professional 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Proof of Coverage Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Ty Caviness</i>

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