



19 November 2024

Effingham County Board of Commissioners
Attn: Mr. Tre Wilkins
twilkins@effinghamcounty.org

**RE: Proposal to Conduct Environmental Services
Effingham County, Georgia**

Dear Mr. Wilkins:

At your request, Resource & Land Consultants offers this letter agreement to provide environmental services as needed for projects in Effingham County, Georgia.

This letter agreement is hereby offered between Effingham County Board of Commissioners c/o Mr. Tre Wilkins (CLIENT) and Resource & Land Consultants (CONSULTANT) in accordance with the provisions contained herein. Our services are detailed in Section 1 and terms and conditions for services rendered will be executed in accordance with Section 2.

SECTION 1: SCOPE OF SERVICES

A. Environmental Consulting Services: CONSULTANT is providing this agreement for on-call environmental services including the following:

General Work Description
Preliminary Aquatic Resource Assessments
Aquatic Resource Delineations
U.S. Army Corps of Engineers Section 404 Permitting
U.S. Army Corps of Engineers Section 10 Permitting
State Waters & State Waters Buffer Assessments
Georgia Department of Natural Resources Environmental Protection Division Buffer Variance Permitting
Compensatory Mitigation Planning
Clean Water Act Violation Resolution
Threatened and Endangered Species Surveys and Assessments
U.S. Fish & Wildlife Section 7 Consultation

Prior to initiation of any work, CONSULTANT will meet with CLIENT to define scope of work and tasks to be completed for the specific project. Following the initial project scoping, CONSULTANT will provide a budget to CLIENT for review and approval.

SECTION 2: TERMS & CONDITIONS

A. Commencement of Work: Upon written notice to proceed via approval of this letter agreement by CLIENT, CONSULTANT will begin work within thirty (30) calendar days of receipt of executed letter agreement. CONSULTANT will complete work in a timely and customary manner. However, federal and state agencies

and their review practices vary greatly, and no guarantees on final completion dates of authorized tasks can be given by CONSULTANT.

- B. Payment Schedule:** Invoices for services rendered will be sent monthly for hourly contracts for work completed within the previous thirty days in accordance with the attached fee schedule. Invoices for fee-based contracts will be billed at the completion of the specified task or at other intervals as specified in Section 1. Payment will be considered due upon receipt. Payments received after thirty (30) days of the invoice date will be considered overdue, and interest charges will be added on unpaid balances at the rate of eighteen percent (18%) per annum. Work will automatically cease on any projects where unpaid balances exceed sixty (60) days. Special billing and payment schedules may be arranged at the request of the CLIENT. CLIENT agrees to pay any and all costs incurred by CONSULTANT in the collection of any amount due and unpaid by CLIENT, including reasonable attorney's fees.
- C. CLIENT's Responsibilities:** Execution of this letter agreement serves as authorization for right of entry to subject property. CLIENT ensures that CONSULTANT has permission to enter subject properties to perform duties associated with the completion of the scope of work specified in Section 1. CLIENT hereby indemnifies CONSULTANT and agrees to assume all liability associated with any disputes or legal actions that may result from CONSULTANT performing authorized work at the designated project site.
- D. CONSULTANT's Responsibilities:** The professional services performed in association with this letter agreement shall be conducted in accordance with sound customary environmental consulting practices and will incorporate federal, state, and local regulations and standards that are applicable at the time the CONSULTANT rendered those services. CONSULTANT will strive to perform services authorized by this letter agreement in a manner consistent with the level of skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended as part of this letter agreement, or in any report, opinion, document, or otherwise.
- E. Limits of Liability:** All services and materials provided by the CONSULTANT under this letter agreement are for the use of the CLIENT only and no rights or obligations to anyone other than the CLIENT are implied or conveyed. The CLIENT agrees to limit the CONSULTANT's liability due to negligent acts, errors, or omissions to ~~one million dollars (\$1,000,000.00). twenty-five thousand dollars (\$25,000.00) or the CONSULTANT's total fee for the services rendered under this letter agreement, whichever is greater.~~ CONSULTANT shall not be responsible for the acts or omissions of others associated with a project and will be responsible solely for the acts and performance of CONSULTANT's own employees and agents.
- F. Indemnification:** ~~CLIENT agrees to indemnify and hold harmless the CONSULTANT from any claims, judgments, and damages including attorney fees from third parties to challenge the issuance of any permits or certifications.~~

The CONSULTANT agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. CONSULTANT further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT or its subcontractors or anyone directly or indirectly employed by any of them.

- G. Choice of Law/Jurisdiction:** CLIENT and CONSULTANT hereby agree that this agreement and their respective rights and obligations arising hereunder is to be governed by the laws of the State of Georgia, without reference to the choice of law principles thereof. CLIENT and CONSULTANT hereby further agree that the state or federal courts sitting in Chatham County, Georgia shall have exclusive jurisdiction to hear any dispute arising under this agreement, and CLIENT hereby submits itself to personal jurisdiction of such courts.
- H. Cancellation or Suspension of Agreement:** Either CLIENT or CONSULTANT may cancel this letter agreement by notification in writing at least seven (7) days prior to termination. CLIENT may suspend work by notifying CONSULTANT in writing at which time all services provided by CONSULTANT will cease. Within (10) days of cancellation of letter agreement or suspension of services, all outstanding fees and reimbursable expenses will be paid in full.

SECTION 3: EXECUTION

This letter agreement in its entirety, including Section 1, Section 2, Section 3, and attached Fee Schedule dated January 1, 2024, represent the entire understanding between CLIENT and CONSULTANT with respect to the project and may only be modified by written agreement signed by both parties. If the terms and conditions of this letter agreement are acceptable, please sign and date in the spaces provided and return the original to CONSULTANT. Please retain a copy for your records.

The services and fees specified in this proposal can be relied upon for a period of ninety (90) days from the date of the letter, unless changed by CONSULTANT in writing. We are pleased that you have inquired about our services, and we look forward to helping you with your project.

Sincerely,



Alton Brown, Jr.
Principal
Resource & Land Consultants

ACCEPTED: THIS _____ DAY OF _____, 2024

BY: _____

TITLE

• **RLC TIME & EXPENSE RATES:**

All time, including travel hours, spent on the project by professional, technical, and clerical personnel will be billed per the hourly rate depicted below. The following approximate ranges of hourly rates for various categories of personnel are in effect from January 1, 2024 to December 31, 2024:

Category	Hourly Rate
Senior Principal	\$295
Principal	\$265
Project Manager	\$195
Project Biologist	\$140
Field Technician	\$110
Clerical	\$65

Hourly rates will be adjusted annually to reflect changes in the cost-of-living index as published. Any contracts or work in progress at such time will be billed at the new effective rate for all work yet to be performed. Unless otherwise stated, any cost estimate presented in a proposal is for budgetary purposes only and is not a fixed price. If, due to factors beyond the control of the CONSULTANT, it is determined a specified budget will be exceeded, CLIENT will be notified prior to conducting further work and/or prior to incurring any additional cost. Representation by CONSULTANT employees for judicial proceedings will be billed at 1.75 times standard published rate.

Travel expenses necessary for the execution of the project, including highway mileage in company or personal vehicles, will be charged at the published IRS standard allowable rate.

The following expenses will be billed at direct cost:

- Accommodations, meals.
- Postage and shipping/courier services.
- In-house printing and reproduction.
- Out-sourced printing, copying, reproductions.
- Equipment and supplies necessary to complete specific project, including rental fees.