

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2414

CONTRACTOR INFORMATION

Name: Scheda Ecological Associates, Inc.

Address: 5892 East Fowler Avenue Tampa Florida 33617
City State Zip

Contractor's Administrator Name: Thomas Ries Title: Vice President

Tel#: 813-989-9600 Fax: 813-989-9670 Email: tries@scheda.com

CONTRACT INFORMATION

Contract Name: SAISS Project - Shorebird Monitoring Surveys Contract Value: \$18,084.00

Brief Description: Shorebird Monitoring Survey services for the South Amelia Island Beach Nourishment project pursuant to the Joint Coastal Permit No. 0187721-010-JC

Contract Dates: 04/01/2017 to 04/30/2019 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.	<u>William R. Moore</u>	<u>3.21.17</u>	<u>43600539 531369</u>
	Department (SAISS) Signature	Date	Funding Source/Acct #
2.	<u>[Signature]</u>	<u>3/28/17</u>	<u>53/29/17</u>
	Contract Management	Date	
3.	<u>[Signature]</u>	<u>3/31/17</u>	
	County Attorney (approved as to form only)	Date	
4.	<u>[Signature]</u>	<u>3/29/17</u>	
	Office of Management & Budget	Date	

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 4-4-17
 Shanea Jones 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

**CONTRACT FOR SAISS PROJECT
SHOREBIRD MONITORING SURVEYS**

THIS CONTRACT entered into this _____ day of _____, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and **SCHEDA ECOLOGICAL ASSOCIATES, INC.**, 5892 East Fowler Avenue, Tampa, Florida 33617, hereinafter referred to as "Contractor".

WHEREAS, the Joint Coastal Permit No. 0187721-010-JC, for the South Amelia Island Beach Nourishment project requires post-construction shorebird monitoring consistent with the Shorebird Management Plan (FDEP DRP 2006); and

WHEREAS, the Board of County Commissioners of Nassau County, Florida received quotes for the SAISS Project-Shorebird Monitoring Surveys, Request for Quotes No. NC17-Q001, on March 10, 2017; and

WHEREAS, the SAISS Project Manager, herein after referred to as "Project Manager" determined that Contractor was the lowest, most responsive and responsible bidder for the bid items as set forth in Attachment "B"; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Contractor agree as follows:

SECTION 1. DESCRIPTION OF SERVICES TO BE PROVIDED

The County does hereby retain the Contractor to perform shorebird monitoring surveys as further described in the Scope of Services attached hereto as Attachment "A" and made a part hereof.

SECTION 2. RECEIVING/PAYMENT/INVOICING

The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until services have been received, inspected and accepted by the County as set forth in section 3. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon and mailed to SAISSA, Inc., c/o Amelia Island Management, 5440 First Coast Highway, Amelia Island, Florida 32034. Payment in advance of receipt of services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to services performed for the County to verify compliance with the awarded bid.

SECTION 3. PERIOD OF CONTRACT/OPTION TO EXTEND OR RENEW

This Agreement is for an initial term of Twenty-Five (25) months commencing on April 1, 2017 and terminating on April 30, 2019. This Agreement may be extended upon written agreement of both parties for two (2) additional twelve (12) month periods. Said extension shall be addressed at least sixty (60) days prior to the end of the term of this Agreement or extended period.

SECTION 4. EXERCISE OF OPTION TO EXTEND

If the County desires to enter into an option period, the County shall request, in writing, from the Vendor their written statement of intent to enter into an extension of the performance period.

SECTION 5. PROBATIONARY PERIOD

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated by the County Manager or her designee, based on the performance of the Vendor as determined by the County Manager.

SECTION 6. ESCALATION CLAUSE

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. Any and all proposed increases are subject to approval by the County.

SECTION 7. AUTOMATIC EXTENSION

The County reserves the right to automatically extend this agreement for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide continual services while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the County shall notify Contractor, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension.

SECTION 8. COMPENSATION

Contractor shall be compensated at a rate not to exceed \$2,412.00 for the Winter Months (October 1 – March 31). Said amount shall be paid in equal monthly installments of \$402.00 for work performed each month.

Contractor shall be compensated at a rate not to exceed \$6,120.00 for the Spring/Summer Months (April 1 – September 30). Said amount shall be paid in equal monthly installments of \$1,020.00 for work performed each month.

SECTION 9. INSPECTION AND ACCEPTANCE

Receipt of an invoice shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough review indicates that the performance meets bid specifications and conditions as determined by the County Manager or his designee. Should the County Manager or his designee agree to accept the performance on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 10. FUND AVAILABILITY

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest. Non-appropriation by the County will cause this Agreement to terminate.

SECTION 11. PERMITS/LICENSES/FEES

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 12. TAXES

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 13. LAWS GOVERNING THIS CONTRACT

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

SECTION 14. CHANGES

The County reserves the right to order, in writing, changes in the work within the scope of the contract.

SECTION 15. MODIFICATIONS

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

SECTION 16. ASSIGNMENT & SUBCONTRACTING

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County Manager.

SECTION 17. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. TERMINATION FOR PERFORMANCE

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Contractor has failed to meet performance requirement(s) of the Contract and is in default.

SECTION 19. TERMINATION FOR CONVENIENCE

The County reserves the right to terminate the Contract in whole or part, said determination shall be in writing for convenience, by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. The written termination should be signed by the County Manager or his designee. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations, if the performance meets the specifications and conditions as determined by the County, to the extent such responsibility has not been excused by breach or default of the Contractor.

SECTION 20. FORCE MAJEURE

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 21. ACCESS AND AUDITS

The Contractor shall maintain adequate records to support any and all invoices incurred for work performed and billed for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

SECTION 22. CONTRACTOR RESPONSIBILITIES

The Contractor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 23. SUPERVISION

The Contractor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Contractor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Contractor, who in turn is responsible to the County.

SECTION 24. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall

not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The contractor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited

Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer’s Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer’s Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor’s expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-Contractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-Contractor.

EXCESS LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor’s expense Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

ADDITIONAL INSURANCE REQUIREMENTS

Contractor shall require each of his Sub-Contractor to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers’ Compensation and Employer’s Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractor insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire

until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners and South Amelia Shore Stabilization Association, Inc. (SAISSA) must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Excess Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 OR Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy

number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor's coverage based on the evidence of insurance provided by the Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any Sub-Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Sub-Contractor whose insurance contains such

provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

SECTION 25. DISPUTES

Any dispute, except as to Section 19, arising under this Contract shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Vendor, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Vendor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Vendor's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Venue for any mediation shall be in Nassau County, Florida. Venue for any litigation shall be in state court in Nassau County, Florida.

SECTION 26. RULES AND REGULATIONS

The Contractor shall comply with all applicable federal, state, and local rules and regulations in providing services to the County under this Agreement. The Contractor

acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Agreement.

SECTION 27. PUBLIC RECORDS

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor/vendor/consultant is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the contractor/vendor/consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of

public records, in a format that is compatible with the information technology systems of the public agency.

If a contractor/vendor/consultant does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

SECTION 28. ENTIRE AGREEMENT

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.


**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



SHANEA JONES, COUNTY MANAGER
Its: Designee


[Contractor signature next page]

SCHEDA ECOLOGICAL ASSOC., INC.

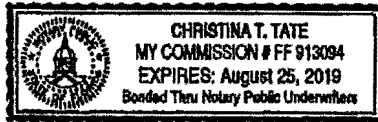

By: Thomas Ries
Its: Executive Vice President

STATE OF Florida
COUNTY OF Hillsborough

Before me personally appeared, Thomas Ries, who is personally known X or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22nd day of March, 2017.

Notary Signature

Notary-Public-State of Florida at large
My Commission expires:





Scheda

March 10, 2017

William Moore, SAISS Project Manager
SAISSA, Inc.
5440 First Coast Highway
Amelia Island, Florida 32034

Re: Request for Quotation No. NC17-Q001
SAISS Project-Shorebird Monitoring Surveys
Scheda Proposal No. 003822.10.P

Dear Selection Committee:

Scheda Ecological Associates, Inc. (Scheda) is pleased to respond to the Nassau County Board of County Commissioners Request for Quotation # NC17-Q001, SAISS Project-Shorebird Monitoring Surveys.

Scheda has been conducting avian surveys for more than 26 years. Our staff includes personnel that have participated in shorebird/seabird surveys, wading bird surveys, bald eagle nest surveys, Florida sandhill crane nest surveys, red-cockaded woodpecker surveys, Florida scrub-jay surveys, crested caracara surveys, snail kite surveys, breeding bird surveys, Christmas Bird Count surveys, and general avian surveys in a variety of habitats. Scheda's local and regional staff are knowledgeable of the survey protocol and data collection method to perform these surveys expeditiously and efficiently. We understand the County's schedule and are dedicated to meeting that goal.

This submittal contains the following information:


1. Quote Price Sheet;
2. Experience of Bidder;
3. Project Profiles
4. Proof of current Insurance Certificate; and
5. Resumes for approval by FWC Regional Biologist.

We trust that the enclosed price proposal and supporting documentation will satisfy the requirements set forth in the Request for Quotation.

Please direct any questions you may have to either Mr. Thomas Ries (tries@scheda.com), or Ms. Christine Sciarrino (csciarrino@scheda.com, 813.989.9600).

Sincerely,

SCHEDA ECOLOGICAL ASSOCIATES, INC.


Thomas Ries
Vice President

QUOTE PRICE SECTION:

ITEM NO.	ITEM DESCRIPTION	Duration	BID PRICE (per month)	Extended Price
1	Winter Months- Bi-weekly Shorebird Monitoring Surveys (Oct 1- March 31)	6 months	\$ 402	\$ 2,412
2	Spring/ Summer Months-Twice weekly Shorebird Monitoring Surveys (Apr 1- Sept 30)	6 months	\$ 1020	\$ 6,120
TOTAL EXTENDED PRICE FOR TWELVE MONTHS				\$ 8,532
TOTAL INITIAL TWENTY-FIVE (25) MONTH CONTACT AMOUNT (including 12 Winter months and 13 Spring/Summer months)				\$ 18,084

Eight thousand and five hundred and thirty-two dollars

Total Extended Price for Twelve Months in Words

Eighteen thousand and eighty four dollars

Total Initial Twenty-Five (25) Month Contact Amount in Words

Please submit written response by: March 10, 2017

Quote must be valid for 60 days

To be Completed & Signed by Vendor Rep:

The undersigned declares that they have examined the Request for Quotations, Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

Company Name: Scheda Ecological Associates, Inc.

Address: 5892 E. Fowler Avenue

Tampa, Florida 33617

Phone: 813.989.9600

Fax: 813.989.9670

Contact: Thomas Ries

Email: tries@scheda.com

This written quote must be valid for 60 days.

Thomas Ries, Vice President

Printed Name/Title



Signature

March 8, 2017

Date

Comments:

Attachments:

- Attachment A - Experience of Bidder
- Attachment B - Insurance Requirements
- Attachment C - Sample Agreement

downloadable field data sheets, is available on the website. Shorebird Monitors will use the survey protocols described herein.

3. **Shorebird Monitoring Surveys:** The following post-construction monitoring tasks and protocols shall be followed:
 - a. Winter shorebird surveys – During the winter months from October 1 to March 31, **biweekly surveys** shall be conducted along the SAISSA shoreline from the northern boundary of Omni Amelia Island Plantation to the northern boundary of the Amelia Island State Park. The surveys shall document shorebird presence, numbers, and activity.
 - b. Spring/summer surveys – In the spring and summer months from April 1 to September 30 **twice weekly** surveys of shorebird presence and activity (nesting or otherwise) for the same area shall be conducted.
 - c. Reporting – Required shorebird observation survey data shall be reported as follows:
 - (1) Non-nesting shorebird data shall be submitted electronically to the eBird database (www.ebird.org/content/ebird/).
 - (2) Nesting shorebird data shall be submitted electronically to the FWC database (www.FLShorebirdDatabase.org)
 - (3) All shorebird data, include route forms and a description of the route, are submitted electronically to the SAISS Project Manager, (moor1706@bellsouth.net) and the SAISS Project Engineer, (abrowder@olsen-associates.com)
4. **Contract Term of Service:** The Shorebird Monitoring Contact will be for a term of twenty- five (25) months from April 1, 2017 to April 30, 2019. With the agreement of both parties, the Contract may be extended for two (2) twelve (12) periods. The variable Contract term will allow for the Shorebird Monitoring to continue until the commencement of the next Beach Renourishment Project commencing on or about May 1, 2019, May 1, 2020 or May 1, 2021.
5. **Shorebird Monitoring Survey Coordination with Amelia Island State Park:** Shorebird monitoring surveys within the boundaries of the Amelia Island State Park will be conducted and reported separately by park rangers and environmentalists. The contractor has no direct responsibility for any surveys within the State Park property except that which is necessary from time to time to coordinate general efforts with the Park Service Employees.
6. **Shorebird Monitoring Survey State Date:** The Shorebird Monitoring Survey is expected to commence April 1, 2017 with the “summer” monitoring schedule.
7. **Survey Permit and Plan Compliance:** Shorebird monitoring surveys Bidders shall comply with the Plan for the Protection and Management of Shorebird for the South Amelia Island Shore Stabilization Project dated July 9, 2010 and the Joint Coastal Permit No. 0187721-010-JC for the Amelia Island Beach Nourishment Project dated February 18, 2011.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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2. The following replaces Paragraph b. in B.5., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., **Policy Term, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:**

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;**

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance, of SECTION II – LIABILITY COVERAGE,**

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.
- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

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- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.