

WORK ORDER 3

**INDIAN RIVER BOULEVARD (17TH STREET TO U.S. HIGHWAY NO. 1)
TOPOGRAPHIC DESIGN SURVEY (IRC-1817)**

This Work Order Number 3 is entered into as of this _____ day of _____, 2022, pursuant to that certain Annual Professional Surveying and Mapping Services Master Agreement dated October 04, 2016, renewed as of October 4, 2018 and renewed and amended as of October 4, 2020 (collectively referred to as the "Agreement") by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and SOUTHEASTERN SURVEYING AND MAPPING CORPORATION("SURVEYOR").

The COUNTY has selected the SURVEYOR to perform the professional services set forth on Exhibit A (Scope of Work), attached to this Work Order No. 3 and made part hereof by this reference. The professional services will be performed by the SURVEYOR for the fee schedule set forth in Exhibit A (Southeastern Surveying and Mapping Corporation Proposal dated March 23, 2022), attached to this Work Order and made a part hereof by this reference. The SURVEYOR will perform the professional services within the timeframes more particularly set forth in Exhibit A, attached to this Work Order and made a part hereof by this reference all in accordance with the terms and provisions set forth in the Agreement. Nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

**CONSULTANT:
SOUTHEASTERN SURVEYING AND
MAPPING CORPORATION**

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY**

By: _____

By: _____

Peter D. O'Bryan, Chairman

Print Name: _____

Title: _____

BCC Approved Date: _____

Attest: Jeffrey R. Smith, Clerk of Court and Comptroller

By: _____

Deputy Clerk

Approved: _____

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency: _____

**William K. DeBraal, Deputy County
Attorney**

March 23, 2022

VIA EMAIL: dschryver@ircgov.com

Mr. David W. Schryver, PSM | Indian River County Surveyor
Survey Section – Engineering Division
Indian River County
1801 27th Street, Building A
Vero Beach, Florida 32960
P: (772) 226-1386

RE: Indian River Boulevard – Topographic Survey
Indian river Boulevard, Vero Beach, Florida 32960
Section 07, Township 33 South, Range 40 East, Indian River County, Florida

Dear Mr. Schryver,

We are pleased to submit our proposal for Surveying Services on the above referenced project.

TASK I –Topographic Survey

1. Establish horizontal and vertical control.
 - Horizontal Control will be based on North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone.
 - Vertical Control will be based on North American Vertical Datum of 1988 (NAVD88).
2. Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
3. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
4. Establish a minimum of **two (2)** site benchmarks.
5. Topographic coverage will be limited to the area outlined in **red** on the attached **Exhibit “A”** and will extended from Right of Way to Right of Way along the route.
 - Topographic information will extend 50 feet from the existing Indian River Blvd. Right-of-way line at all intersections.
6. Location, top elevation, pipe size and type, and pipe invert elevations for all inlets, storm and sanitary manholes, and control structures.
7. Locate trees 8-inch diameter and larger measured at breast height (DBH).
8. Locate wetlands line as flagged by clients Environmental Consultant if required.
9. Locate soil borings as established by the client’s Geotechnical consultant if required.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Indian River Contract 1605**.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

DELIVERABLE

The final product will be **three (3)** certified prints, and an electronic file for your use.

PROJECT TIMELINE

We anticipate the completion of the above-described work **eight (8) weeks** after receipt of a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

TASK I - Topographic Survey:	\$ 49,330.00
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Payment Terms:

Payment is expected within **thirty (30) days** from the date of the invoice.

Credit Card Convenience Fee

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We look forward to the opportunity to work with you on this project.

Sincerely,



Edwin Munoz Jr., PSM
Project Manager

EM: pll

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

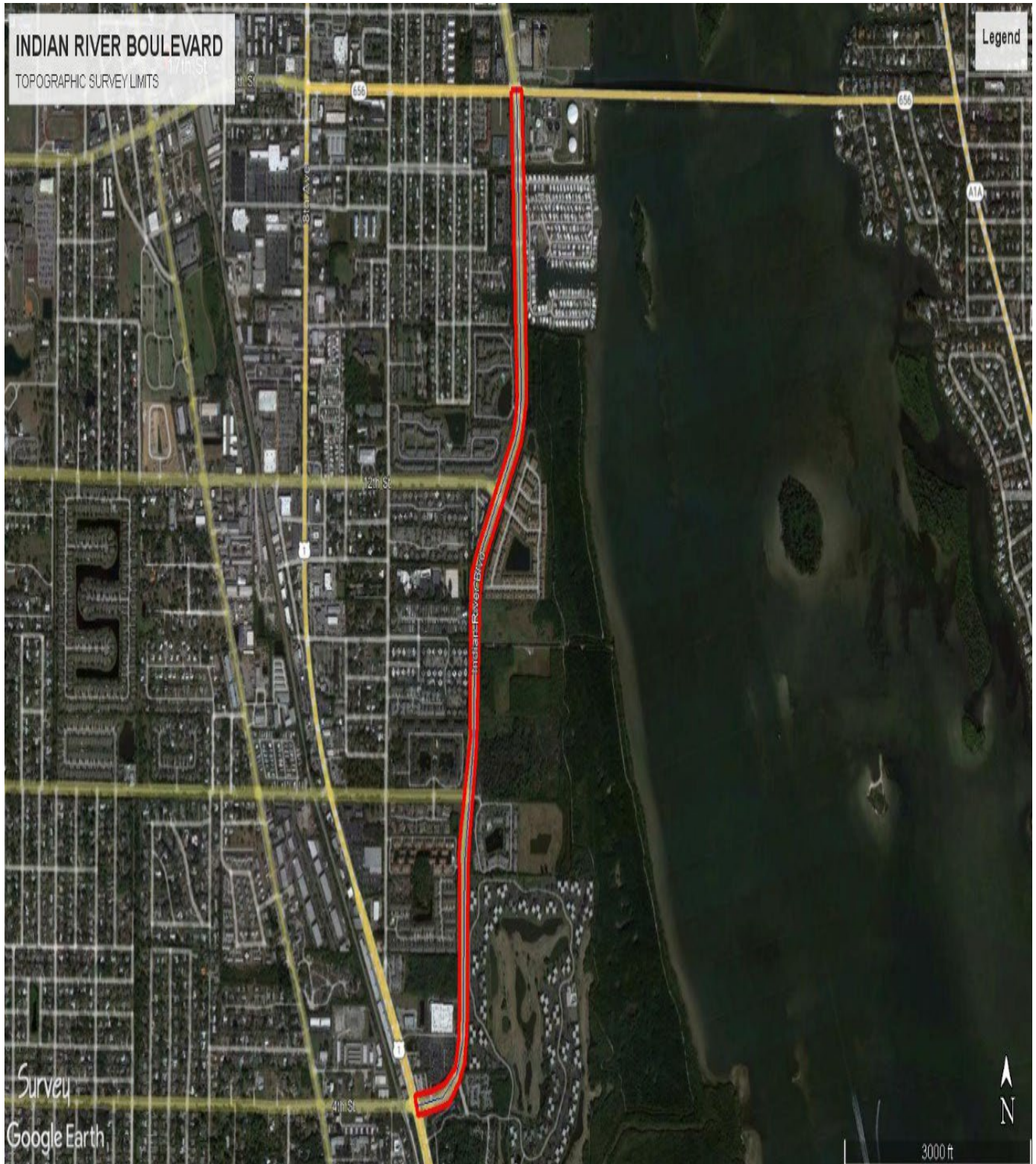
Date

Printed Name

Title (if any)

EXHIBIT "A"

PROJECT LIMITS



These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

FEE QUOTATION PROPOSAL

EXHIBIT A

Project Name: INDIAN RIVER BOULEVARD TOPO

Date: March 10, 2022

Contract: IRC 1605

Name of Firm: Southeastern Surveying and Mapping Corporation

Activity	Project Manager		Surveyor & Mapper/PSM		Senior Technician		CAD Technician		2 Man Field Crew		3 Man Field Crew		Activity Fee Total
	Hrly Rate: \$143.00		Hrly Rate: \$143.00		Hrly Rate: \$106.00		Hrly Rate: \$95.00		Hrly Rate: \$143.00		Hrly Rate: \$181.00		
	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	
ESTABLISH H&V CONTROL	2	\$ 286.00	2	\$ 286.00	5	\$ 530.00			30	\$ 4,290.00			\$ 5,392.00
TOPO WORK	10	\$ 1,430.00	10	\$ 1,430.00	20	\$ 2,120.00	80	\$ 7,600.00	150	\$ 21,450.00			\$ 34,030.00
STRUCTURE DETAILS	3	\$ 429.00	3	\$ 429.00			20	\$ 1,900.00	50	\$ 7,150.00			\$ 9,908.00
Total Hours	15		15		25		100		230				

Lump Sum Fee Breakdown

Project Manager		\$ 2,145.00
Surveyor & Mapper/PSM		\$ 2,145.00
Senior Technician		\$ 2,650.00
CAD Technician		\$ 9,500.00
2 Man Field Crew		\$ 32,890.00
3 Man Field Crew		
Sketch & Descriptions	\$621.00 Each	
Additional Fees		
Additional Fees		
Lump Sum Fee Total		\$ 49,330.00

