



December 30, 2020

Via Email: dschryver@ircgov.com

Indian River County

Mr. David W. Schryver, PSM | Indian River County Surveyor
Survey Section - Engineering Division
1801 27th Street, Building A
Vero Beach, Florida 32960-3388
772-226-1386 Direct
772-360-6912 Cell
772-778-9391 Fax

**RE: Indian River Blvd. Milling and Resurfacing Project
58th Avenue from Merrill P. Barber Bridge through Intersection with 53rd St.
Sections 23, 24, 25, 26, and 36, Township 32 South, Range 39 East, Indian County, Florida**

Dear Mr. Schryver,

SCOPE OF WORK:

We are pleased to submit our **third revised** proposal for Topographic Surveying Services as per the Standards of Practice prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Topographic coverage limits will be as marked on the attached Project Limit Exhibit being the full traveled way of the roads plus 10 feet beyond the road shoulders. At intersections, with roads, the survey will extend 50' from the existing Indian River Blvd right of way.
2. Obtain spot elevations on natural ground and existing improvements to be shown on the final drawing; all breaks in grade will be considered (high or low points).
3. Establish a minimum of **two (2)** site benchmarks every 1000 feet and one (1) at the beginning and end of each route for future construction and refers to NAVD 1988 datum.
4. Horizontal control will be based on State Plane Coordinates for the Florida East Zone; NAD 83 (latest adjustment).
5. Locate all manholes, including gravity sewer, stormwater, drainage, etc., and indicate the top of rim elevations.
6. Location of all painted lines.
7. Show the apparent right of way lines based on the digital copy (.dwg or .dxf format) provided by the Indian River County.

Corporate Office
6500 All American Blvd.
Orlando, Florida 32810
P: 407.292.8580

Northwest Florida
1130 Highway 90
Chipley, FL 32428
P: 850.638.0790

Northeast Florida
8641 Baypine Rd.
Suite 5
Jacksonville, FL 32256
P: 904.737.5990

Southwest Central Florida
10770 N 46th St.
Suite C-300
Tampa, FL 33617
P: 813.898.2711

South Central Florida
10 East Lake St.
Kissimmee, FL 34744
P: 407.944.4880

West Central Florida
119 West Main St.
Tavares, FL 32778
P: 352.343.4880

North Central Florida
2860 Hwy 71 N
Suite C
Marianna, FL 32446
P: 850.482.0312

Southeast Alabama
355 N. Oates St.
Suite 5
Dothan, AL 36303
P: 334.648.0288



TIME FOR COMPLETION & DELIVERABLES/WORK PRODUCT

1. The Project will be completed as follows:
 - a. 100% "Paper" review submittal (final review before the request for final deliverables) shall be made within 56 calendar days of receipt of Notice to Proceed for review by County Staff before preparing the final submittal package.
 - b. The time of FINAL project completion shall be within ten calendar days of receipt of the County's review comments from the 100% "Paper Submittal."

2. Deliverables to be provided to the COUNTY:
 - a. 100% Phase Submittal for COUNTY review and comment. All submittals will include one (1) paper "hardcopy" along with AutoCAD files and an ASCII file for all survey points. COUNTY shall strive to provide review comments within ten calendar days of the preliminary submittal.
 - b. FINAL Deliverables, One (1) paper "hardcopy" signed and sealed drawing set. Sheeted and model space (as applicable) AutoCAD drawing file in AutoCAD Civil 3D 2020, PDF formats and an ASCII file for all survey points, all electronic files on CD.
 - c. Survey set/sheets will include a cover sheet with location sketch, survey certifications, and related title and project number, survey notes, legend and abbreviations, and plan view sheets.
 - d. Work product and digital versions are to be prepared and submitted so that the COUNTY or other consultants can readily use it for design and analysis of the area, as defined. It will contain all information necessary for a third-party surveyor to recreate or utilize the survey work independently. It is acknowledged that all final products become the property of Indian River COUNTY and will be available for use by the public at large.

The work product will meet or exceed the COUNTY's minimum standards

EXPENSES AND FEES

Our fee for this Project will be as follows:

TASK I

Topographic Survey: \$59,258.00

Credit Language

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.



Mr. David W. Schryver, PSM
Indian River Blvd. Milling and Resurfacing Project REV-3
December 30, 2020

We look forward to the opportunity to work with you on this Project. Please contact me if you have any questions.

Sincerely,

Jorge C. Diaz Ramirez, PSM
Project Manager

JCD:gac

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)

PROJECT LIMIT EXHIBIT



GENERAL TERMS AND CONDITIONS

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.

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

Project Name: IndianRiverBlvd from Merrill Barber Bridge to 53rd St Topo

Date: December 30, 2020

Contract: SSMC 2020 Rates

Name of Firm: Southeastern Surveying and Mapping Corporation

Activity	Project Manager		Surveyor & Mapper/PSM		Senior Technician		CAD Technician		2 Person Field Crew		3 Person 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	
TASK I - Vertical Control	3	\$ 429.00			3	\$ 318.00					30	\$ 5,430.00	\$ 6,177.00
Horizontal Control	3	\$ 429.00			3	\$ 318.00					36	\$ 6,516.00	\$ 7,263.00
ROW (Calcs/Recovery)					0	\$ -			0	\$ -			\$ -
Mobile Lidar Data (Gatheri/Regist/Extract)	12	\$ 1,716.00	11	\$ 1,573.00	164	\$ 17,384.00	68	\$ 6,460.00	0	\$ -	40	\$ 7,240.00	\$ 34,373.00
Topographic Survey Drafting					0	\$ -	70	\$ 6,650.00	0	\$ -	0	\$ -	\$ 6,650.00
QA/QC			15	\$ 2,145.00	0	\$ -							\$ 2,145.00
Field Check					25	\$ 2,650.00							\$ 2,650.00
Total Hours	18		26		195		138				106		

Lump Sum Fee Breakdown

Project Manager	\$ 2,574.00
Surveyor & Mapper/PSM	\$ 3,718.00
Senior Technician	\$ 20,670.00
CAD Technician	\$ 13,110.00
2 Person Field Crew	
3 Person Field Crew	\$ 19,186.00
Additional Fees	_____
Additional Fees	_____
Additional Fees	_____
Lump Sum Fee Total	\$ 59,258.00

