

MASTER AGREEMENT FOR PROFESSIONAL SURVEYING & MAPPING SERVICES

THIS AGREEMENT, entered into this 20th day of September, 2022, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**”, and _____, hereinafter referred to as the “**SURVEYOR**”.

BACKGROUND RECITALS

In accordance with the Consultants’ Competitive Negotiations Act, Section 287.055, Florida Statutes, the COUNTY selected SURVEYOR to provide professional surveying and mapping services, based on statement of qualifications received in response to Request for Qualifications 2022064.

That the COUNTY and the SURVEYOR, in consideration of their mutual covenants, herein agree with respect to the performance of professional surveying and mapping services by the SURVEYOR, and the payment for those services by the COUNTY, as set forth below and in individual Work Orders. This agreement shall be referred to as the “MASTER AGREEMENT” under which future Work Orders will apply.

The SURVEYOR shall provide the COUNTY with professional surveying and mapping services and such other related services as defined in specific Work Orders, in all phases of each project. The SURVEYOR shall serve as the COUNTY’s professional representative for the project as set forth in each Work Order, and shall give surveying and mapping services advice to the COUNTY during the performance of the services to be rendered.

SECTION I – PROJECT LIMITS

Project limits shall be identified in individual Work Orders prepared by the COUNTY and approved by the SURVEYOR. Each Work Order will be sequentially numbered and formally approved by the COUNTY prior to a Notice-to-Proceed being issued. Purchase Orders, or Work Orders executed by the County Administrator, may be issued by the COUNTY for proposed services that total less than \$35,000.00. For proposed services \$35,000.00 and over, Work Orders shall be issued and approved by the Indian River County Board of County Commissioners.

Basic services required of the SURVEYOR for the project will be described in other appropriate sections of this Agreement and in individual Work Orders.

SECTION II – COUNTY OBLIGATIONS

The COUNTY agrees to provide the following material, data, or services as required in connection with the work to be performed under this Agreement:

- A. Provide the SURVEYOR with a copy of any pertinent preliminary data or reports available to the COUNTY.
- B. Provide the SURVEYOR with all reasonably available drawings, surveys, right-of-way maps, and other documents in the possession of the COUNTY that are pertinent to the project.
- C. The COUNTY shall be responsible for obtaining only those permits required to perform the work to complete the project, if such permit

requirements are made into law and established by regulatory agencies after the effective date of the Work Order.

- D. The COUNTY shall make all provisions for the SURVEYOR to enter upon public or private property subsequent to initial provisions performed by the SURVEYOR and as reasonably required for the SURVEYOR to perform his services.
- E. The COUNTY shall provide all title information and title opinion relating to land acquisition, as applicable.
- F. The COUNTY shall provide property appraisal information for areas of potential acquisition as applicable.
- G. The COUNTY shall supply the SURVEYOR with copies of all applicable local codes and regulations.

SECTION III – SURVEYOR OBLIGATIONS

The SURVEYOR agrees to perform all necessary professional surveying and mapping services and other pertinent services in connection with the assigned project as required and as set forth in the following:

- A. The SURVEYOR will endeavor not to duplicate any previous work done on any project. Before issuance of a Work Order and written authorization to proceed, the SURVEYOR shall consult with the COUNTY to clarify and define the COUNTY's requirements for the project and review all available data.
- B. The SURVEYOR shall attend conferences with the COUNTY and its representatives, upon request.
- C. In order to accomplish the work described under this Agreement under the time frames and conditions set forth in this Agreement, the SURVEYOR shall comply with the Standards of Practice, as defined in Chapter 5J-17, Florida Administrative Code, to:
 - i. Complete work on the project within the time allowed by maintaining an adequate staff of registered Surveyors and Mappers, GIS Professionals, Cadd operators, Survey Technicians and other employees on the work at all times.
 - ii. Comply with all federal, state, and local laws applicable to this project(s). The SURVEYOR'S work product shall conform with all applicable federal, state and local laws applicable to this project(s).
 - iii. The SURVEYOR shall cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.
 - iv. The SURVEYOR shall contact the Sunshine State One Call of Florida ("SSOCOF") to locate the utilities, and SURVEYOR shall be entitled to rely on information provided by SSOCOF. SURVEYOR shall survey all above-ground structures, and utilities on the final plans.
 - v. The SURVEYOR understands that certain County AutoCAD (Drawing) standards are being adopted; said standards shall be defined in individual work orders.
 - vi. The SURVEYOR shall report the status of the project to the County's Project Manager upon request and hold all drawings,

- electronic files, calculations, and related work open to the inspection of the COUNTY at any time, upon reasonable request.
- D. Subject to the terms of Section IX herein, all documents items furnished to the SURVEYOR by the COUNTY pursuant to this Agreement, are and shall remain the property of the COUNTY, and shall be delivered to the COUNTY upon completion of the work.
 - E. All items prepared by the SURVEYOR shall be created, maintained, and provided in the format as specified by the COUNTY in each individual Work Order.
 - F. Compensation to the SURVEYOR for basic services shall be in accordance with each Work Order, as mutually agreed upon by the SURVEYOR and the COUNTY. Current fee schedule is included in "Exhibit A" attached, and will be included as part of each Work Order when approved.
 - G. SURVEYOR is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. SURVEYOR is also responsible for obtaining proof of E-Verify registration and utilization for all subconsultants.

SECTION IV – TIME FOR COMPLETION

The time for completion of each project shall be defined in the Work Order.

SECTION V – COMPENSATION

The COUNTY agrees to pay, and the SURVEYOR agrees to accept, for services rendered pursuant to this Agreement, fees in accordance with the following:

- A. Professional Services Fee - The basic compensation shall be mutually agreed upon by the SURVEYOR and the COUNTY prior to issuance of each Work Order, and the amount shall be included in the Work Order to be formally approved by the Board of County Commissioners.
- B. Direct Payment for Certain Services - The COUNTY will not pay for services or goods provided by others working in conjunction with the SURVEYOR, as follows:
 - 1. Printing and Reproduction: The COUNTY shall make direct payment to the SURVEYOR for the cost of additional blueprints. The maximum cost allowed per blueprint, utilized shall be set forth in the Work Order.
 - 2. Concrete Monuments
 - 3. Others – as defined in individual Work Orders.

SECTION VI – ADDITIONAL SERVICE WORK

If services in addition to the Services provided in a Work Order hereunder are required or desired by the COUNTY, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the SURVEYOR to provide, either directly by the SURVEYOR or by a sub-consultant, such additional services by a written amendment to the Work Order.

SECTION VII – PAYMENTS

The COUNTY shall make monthly payments Pursuant to Florida Prompt Payment Act (F.S. 218.70) to the SURVEYOR as provided by in the Work Order.

Unless otherwise stated in the Work Order, the SURVEYOR shall submit duly certified invoices no more than once monthly to the County's Project Manager.

The Invoices shall be divided into units of deliverables, which shall include, but not be limited to, reports, findings, drawings, recommendations, and drafts, that must be received and accepted in writing by the County's Project Manager, prior to payment.

SECTION VIII – RIGHT OF DECISIONS

All services shall be performed by the SURVEYOR to the satisfaction of the County Project Manager who shall decide all questions, difficulties, and disputes of whatever nature that may arise under or by reason of this Agreement, according to the prosecution and fulfillment of the service hereunder, and the character, quality, amount and value thereof. The COUNTY's decision upon all claims, questions, and disputes shall be final, conclusive, and binding upon the parties hereto, unless such determination is clearly arbitrary or unreasonable.

Adjustments of compensation and contract time because of any major changes in the work that might become necessary or be deemed desirable as the work progresses shall be reviewed by the County Project Manager.

SECTION IX – OWNERSHIP AND REUSE OF DOCUMENTS

- A. Ownership and Copyright: Ownership and copyright of all reports, tracings, plans, electronic files, specifications, field books, survey information, maps, contract documents, and other data developed by the SURVEYOR pursuant to this Agreement, shall be vested in the COUNTY. Said materials shall be made available to the COUNTY by the SURVEYOR at any time upon request of the COUNTY. On or before the tenth day after all work contemplated under this Agreement is complete, all of the above materials shall be delivered to the County Project Manager.
- B. Reuse of Documents: All documents, including but not limited to reports, drawings and specifications, prepared or performed by the SURVEYOR pursuant to this Agreement, are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of this project or on any other project. The COUNTY's reuse of any document or drawing shall be at the COUNTY's own risk. The COUNTY shall not hold the SURVEYOR liable for any misuse by others.

SECTION X – NOTICES

Any notices, reports or other written communications from the SURVEYOR to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the County's Project Manager. Any notices, reports or other communications from the COUNTY to the SURVEYOR, shall be considered delivered when posted by certified mail to the SURVEYOR at the last address left on file with the COUNTY or delivered in-person to said SURVEYOR or its authorized representative.

SECTION XI – TERMINATION

Either party may terminate this Agreement upon seven (7) days written notice to the other party, except if the SURVEYOR terminates this Agreement, such termination shall not be effective, absent the COUNTY's consent, until the SURVEYOR'S completion to the COUNTY's satisfaction, of any pending Work Order.

SURVEYOR certifies that it and those related entities of SURVEYOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. OWNER may terminate this Contract if SURVEYOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

SECTION XII – SURVEYOR'S PERSONNEL ASSIGNED TO THE PROJECT

The COUNTY shall have the right of approval of all SURVEYOR's personnel assigned to any COUNTY project. Therefore, any subsequent changing of assigned personnel to any COUNTY project shall also be subject to COUNTY approval. Failure to adhere to this policy shall be considered a cause for contract termination.

SECTION XIII – AUDIT RIGHTS

The COUNTY reserves the right to audit the project records of the SURVEYOR related to this Agreement at any time during the prosecution of the work included herein and for a period of three years after final payment is made.

SECTION XIV – SUBLETTING

The SURVEYOR shall not sublet, assign, or transfer any work under this Agreement without the written consent of the COUNTY. When applicable and upon receipt of such consent in writing, the SURVEYOR shall cause the names of the Professional Surveying and Mapping firms responsible for the major portions of each separate specialty of the work to be inserted on the reports or other data.

SECTION XV – WARRANTY

The SURVEYOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement, and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the SURVEYOR'S breach of violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability.

SECTION XVI – DURATION OF AGREEMENT

This Agreement shall be effective on October 4, 2022, and shall remain in full force and effect for a period of two years, unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section XI – "Termination." This Agreement may be extended for two additional two year increments at the discretion of the COUNTY.

SECTION XVII – INSURANCE

During the performance of the work covered by this Agreement, the SURVEYOR shall provide the COUNTY with evidence that the SURVEYOR has obtained and maintains the insurance listed in the Agreement.

1. SURVEYOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SURVEYOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the SURVEYOR's fees.
2. Minimum Scope of Insurance (for fees less than \$500,000):
 - A. Worker's Compensation as required by the State of Florida. Employers Liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.
 - B. General Liability \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall include premises/operations, products/completed operations, contractual liability, and independent contractors. COUNTY shall be named an "Additional Insured" on the certificate of insurance.
 - C. Auto Liability \$500,000 combined single limit per accident for bodily injury and property damage. Coverage shall include owned vehicles, hired vehicles, and non-owned vehicles.
 - D. Professional Liability Insurance providing coverage for negligent acts, errors, or omissions committed by SURVEYOR with a \$500,000 per claim/annual aggregate. This insurance shall extend coverage to loss of interest, earning, profit, use and business interruption, cost of replacement power, and other special, indirect, and consequential damages.
3. SURVEYOR's insurance coverage shall be primary.
4. All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida.
5. The insurance policies procured, other than professional liability, shall be occurrence forms, not claims made policies. Professional liability shall be on a claims-made basis.
6. The insurance companies chosen shall provide certificates of insurance prior to signing of contracts, to the Indian River County Risk Management Department.
7. Each insurance company shall provide the Indian River County Risk Management Department with a certificate of insurance that states that the insurance company will provide 30 days notice to the Risk Management Department, of cancellation and/or nonrenewal.
8. The SURVEYOR shall ensure all subcontractors hold the insurance as detailed herein.

9. Any deductibles or self-insured retentions greater than \$100,000 must be approved by the Risk Manager for Indian River County with the ultimate responsibility for same going to the SURVEYOR.

SECTION XVIII - INDEMNIFICATION

SURVEYOR hereby agrees to indemnify, and hold harmless, the COUNTY, and the COUNTY's officers, employees and agents, from and against any and all claims from liabilities, damages, losses, costs, third party claims, judgments, and expense to persons or property, including reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of SURVEYOR, or of SURVEYOR's officers, employees, or agents, and SURVEYOR shall indemnify the COUNTY against any such claims and any judgments that may be entered in connection therewith, including reasonable attorneys' fees.

SECTION XIX – SAFETY

SURVEYOR is solely responsible for the safety of its employees and others arising from SURVEYOR's operations. All projects shall follow proper safety procedures referencing the Florida Department of Transportation Safety Standards for Surveyors and as any job site safety. However, in accordance with generally accepted practices, the SURVEYOR may report any observed job site safety violations by others to the COUNTY.

SECTION XX – CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

SECTION XXI – ENTIRETY OF AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

SECTION XXII - SEVERABILITY

If any provision, section, or paragraph of this agreement is determined by a court of competent jurisdiction to be void, illegal, or unenforceable, the remaining portions not found to be void, illegal, or unenforceable, shall remain in full force and effect.

SECTION XXIII – PUBLIC RECORDS COMPLIANCE

Indian River County is a public agency subject to Chapter 119, Florida Statutes. The SURVEYOR shall comply with Florida's Public Records Law. Specifically, the SURVEYOR shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County 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 Chapter 119 or as otherwise provided by law.

(3) 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 SURVEYOR does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the SURVEYOR or keep and maintain public records required by the County to perform the service. If the SURVEYOR transfers all public records to the County upon completion of the contract, the SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SURVEYOR keeps and maintains public records upon completion of the contract, the SURVEYOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

IF THE SURVEYOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SURVEYOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**(772) 226-1424
publicrecords@ircgov.com
Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960**

Failure of the SURVEYOR to comply with these requirements shall be a material breach of this Agreement.

SECTION XXIV - PROHIBITION AGAINST CONTINGENT FEES

The registered surveyor and mapper warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the registered surveyor and mapper to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the registered surveyor and mapper any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION XXV – FEDERAL TERMS

For any work requested that will be paid for in part or whole by federal funds, the following terms will apply:

- A. Contract Work Hours and Safety Standards: (1) The SURVEYOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. (2) Records to be maintained under this provision shall be made available by the SURVEYOR or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the SURVEYOR or subcontractor will permit such representatives to interview employees during working hours on the job.
- B. Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the SURVEYOR is required to verify that none of the SURVEYOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The SURVEYOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by OWNER. If it is later determined that the SURVEYOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- C. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended): Contractors and Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- D. Procurement of Recycled/Recovered Materials: (1) In the performance of this contract, the SURVEYOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The SURVEYOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

E. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions: (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the SURVEYOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions. (1) This clause does not prohibit SURVEYORs from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement. (1) In the event the SURVEYOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the SURVEYOR shall report the information in

paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.(2) The SURVEYOR shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the SURVEYOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The SURVEYOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

- F. Domestic Preference for Procurements: As appropriate, and to the extent consistent with law, the SURVEYOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- G. Access to Records: The following access to records requirements apply to this contract: (1) The SURVEYOR agrees to provide OWNER, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the SURVEYOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The SURVEYOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The SURVEYOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the OWNER and the SURVEYOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- H. DHS Seal, Logo, and Flags: The SURVEYOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The SURVEYOR shall include this provision in any subcontracts.

- I. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The SURVEYOR will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- J. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, SURVEYOR, or any other party pertaining to any matter resulting from the contract.
- K. Program Fraud and False or Fraudulent Statements or Related Acts: The SURVEYOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- L. Affirmative Steps: If subcontracts are to be let, the prime SURVEYOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- M. License and Delivery of Works Subject to Copyright and Data Rights: The SURVEYOR grants to the Owner a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the SURVEYOR will identify such data and grant to the Owner or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the SURVEYOR will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.

SECTION XXVI – FLORIDA STATUTE 558

**PURSUANT TO FLORIDA STATUTE § 558.035, AN
INDIVIDUAL EMPLOYEE OR AGENT OF SURVEYOR
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.**

IN WITNESS WHEREOF the parties hereto have executed these presents this 20th day of September, 2022.

SURVEYOR

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____

Peter D. O'Bryan, Chairman
Board of County Commissioners

Title: _____

Approved by the BCC: _____

WITNESS:

ATTEST: _____

Jeffrey R. Smith
Clerk of Court & Comptroller

BY: _____

BY: _____

DEPUTY CLERK OF COURT

NAME: _____

Jason E. Brown
COUNTY ADMINISTRATOR

Dylan Reingold
COUNTY ATTORNEY

EXHIBIT A – FEE SCHEDULE
