



RESOLUTION NO. 2022-211R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A TOTAL OF FOUR (4) AGREEMENTS WITH THE FOLLOWING LIST OF QUALIFIED PROFESSIONAL SURVEYING AND MAPPING FIRMS 1) CARNAHAN, PROCTOR & CROSS, INC. 2) DRMP, INC. 3) JOHNSTON'S SURVEYING, INC. AND 4) SOUTHEASTERN SURVEYING AND MAPPING CORPORATION PER REQUEST FOR QUALIFICATIONS (RFQ) NO. 2022-032 PROFESSIONAL SURVEYING AND MAPPING SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, requested submittals have been received in response to RFQ No. 2022-032 for Professional Surveying and Mapping Services on an as needed basis, for work on various City projects, and

WHEREAS, the submittals have been regularly processed; and the review committee has ranked the seven respondents based upon identified components in accordance with the request for qualifications and the anticipated needs of the City of St. Cloud.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida as follows:

SECTION I. The City Manager or designee is authorized and directed to negotiate a total of four (4) professional geotechnical engineering services agreements with the following firms:

1. Carnahan, Proctor & Cross, Inc.
2. DRMP, Inc.
3. Johnston's Surveying, Inc.
4. Southeastern Surveying and Mapping Corporation


SECTION II. The City Manager is hereby directed and authorized to, after consultation and review by the City Attorney, to enter into contracts with each of the above entities.

SECTION III. Once approved by the Council, the City Manager, or Designee, shall have the authority to execute 1) agreement renewals which do not increase the annual not to exceed amount and 2) contract amendments which do not increase the not to exceed amount of the contract or the scope of services as approved by the Council.

SECTION IV. This resolution shall take effect immediately upon its adoption.


PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 11th day of August, 2022.

CITY OF ST. CLOUD


Nathan Blackwell, Mayor


Ivy De La Cruz, Acting City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP


Daniel F. Mantzaris, City Attorney

CONTINUING CONTRACT AND AGREEMENT FOR
PROFESSIONAL SURVEYING AND MAPPING SERVICES
BETWEEN THE CITY OF ST. CLOUD AND
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

THIS AGREEMENT is entered into as of this _____ day of 9/16/2022 20____, by and between the CITY OF ST. CLOUD, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 1300 9th Street, St. Cloud, Florida 34769, hereinafter referred to as "CITY."

and

Southeastern Surveying and Mapping Corporation, a Florida profit corporation doing business under the laws of the State of Florida, whose address is: 6500 All American Blvd., Orlando, Florida 32810-4350 hereinafter referred to as "SURVEYOR."

WITNESSETH:

WHEREAS, the City wishes to obtain surveying and mapping services in the areas of:

- A. Pre-design Surveys, which may include as appropriate:
 - 1. Location of Right-of-Way limits and existing easements
 - 2. Coordination of field utility locates
 - 3. Location of field marked utilities
 - 4. Location and identification of drainage structures
 - 5. Identification of property boundaries and legal descriptions
 - 6. Plat review
 - 7. Establishment of survey baseline and stationing
 - 8. Topographic surveys
 - 9. Development of cross sections
- B. Construction survey services, which may include:
 - 1. Construction staking
 - 2. Construction control and confirmation surveys
 - 3. As-built surveys
- C. Reporting, which shall include:
 - 1. Submittal of hard copy documentation at a size and scale agreeable to the City; and
 - 2. Submittal of an electronic copy of all survey information in a format acceptable to the City
- D. Additional survey services, which may include:
 - 1. Attend City Council meetings, as required to present information
 - 2. Mapping support not specifically identified above
 - 3. Other supplemental services as necessary to meet the City's needs
 - 4. Act as City Surveyor to review plats
 - 5. Prepare legal sketches and descriptions

on a continuing basis, and

WHEREAS, the SURVEYOR is willing to provide such surveying and mapping services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

- 1.1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for a three (3) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for periods of one (1) year, but such option

to extend may only be utilized two (2) times unless authorized by the City Council for additional extensions.

- 1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

- 2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to SURVEYOR any agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.
- 2.2 The CITY shall make request of SURVEYOR to perform surveying and mapping services on a task basis. The CITY will communicate with SURVEYOR, verbally or in writing, a general description of the task to be performed. The SURVEYOR will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget to accomplish the task, and send the thus developed "Task Proposal" to the CITY. If a site visit by SURVEYOR is needed to generate the scope document, SURVEYOR shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the SURVEYOR may include any phases of surveying services.

The CITY will issue a Notice to Proceed to the SURVEYOR. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the SURVEYOR shall perform the services set forth in the task authorization/work order, which may include, but not be limited to, design, studies, specification preparation, bid evaluation, construction management services, reports, and any additional other services which may be set forth in the task authorization/work order.

- 2.2.1 All projects contemplated hereunder shall be issued to one of the CITY'S contracted professional surveying and mapping services firms. Upon identification by CITY of an anticipated project, CITY shall obtain a proposed task authorization. Any award of a Task Authorization shall at a minimum be conditioned upon and subject to the following: i) the obligations of the City of St. Cloud are subject to the availability of funds lawfully appropriated for its purpose; ii) confirmation from SURVEYOR and verification in the sole discretion of CITY that the SURVEYOR can meet the schedule or technical requirements of the project; iii) in the judgment of the CITY, strict compliance with the existing time for performance and milestones of any other contract or task authorization between SURVEYOR and CITY; and iv) determination by the CITY in its sole judgment that SURVEYOR can meet the project demands based on prior history of the SURVEYOR and/or knowledge of the existence of other time critical projects issued to SURVEYOR which would conflict with the performance of the contemplated services. In the event that SURVEYOR cannot meet any of the above criteria or any others that may be required by CITY, the CITY shall obtain for its consideration and possible approval a proposed task authorization from the next firm in rotation.
 - 2.3 SURVEYOR shall provide CITY'S designated project manager with monthly time sheets or labor cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.
- ## **3.0 CHANGES IN THE SCOPE OF WORK**
- 3.1 CITY may make changes in the services at any time by giving written notice to SURVEYOR. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and SURVEYOR will negotiate any change in total cost or schedule of modifications. If the CITY and SURVEYOR approve any change, the task authorization/work order will be modified to reflect

the changes; and SURVEYOR shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the designated representatives for the CITY and the SURVEYOR.

- 3.2 All of CITY'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

- 4.1 SURVEYOR shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. SURVEYOR shall complete all of said services in a timely manner and will keep CITY apprised of the status of work on at least a monthly basis.

Should SURVEYOR fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.

- 4.2 No extension for completion of services shall be granted to SURVEYOR without CITY'S prior written consent, except as provided in Sections 3.1 and 20.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

- 5.1.1 The "SURVEYOR's Professional Services Fee Schedule" as set forth in Appendix A are used as a basis for payment for services pursuant to Paragraphs 2.0 and 3.0. These salary fee schedules shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates set forth in the Fee Schedule are firm for the initial term, but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and SURVEYOR.

- 5.1.2 The "SURVEYOR's Reimbursable Expenses Schedule" as set forth in Appendix B, as provided by the SURVEYOR, is used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses shall include, but not be limited to: subsistence, automobile expenses, and other similarly incurred expenses, which are directly or indirectly in connection with the project. Said reimbursable expenses shall be passed through at a cost factor of 1.0.

In-house copying charges, computer fees, photocopies less than 11-inches by 17-inches, telephone services, faxes, and other similar items shall be considered a portion of the SURVEYOR's overhead costs and shall not be billed separately to the CITY.

- 5.1.3 The "Deliverables" are defined as reports, findings, specifications, or anything else that is the end product or work performed by the SURVEYOR or the CITY. SURVEYOR shall, within such time constraints as may be set forth in the work order, submit to CITY the deliverables as identified in the work order; and SURVEYOR shall, upon completion of all work, submit to the CITY all information developed in the course of the consulting services. SURVEYOR shall, upon request by CITY and upon completion or termination of this Agreement, deliver to CITY all material furnished to SURVEYOR, provided the CITY identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

CITY agrees to pay or compensate the SURVEYOR for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless

otherwise provided herein or in the task authorization/work order. The preferred method of payment by the City of St. Cloud is via electronic funds transfer (EFT) or P-Card.

5.2.1 Not to exceed cost based upon the "SURVEYOR's Professional Services Fee Schedule."

5.2.2 Lump sum cost based upon the "SURVEYOR's Professional Services Fee Schedule."

5.3 SERVICES-ADDITIONAL: CITY shall pay SURVEYOR as follows:

5.3.1 Professional Associates and/or Subcontractors: For services and expenses of independent associates and/or subcontractors employed by SURVEYOR, the amount invoiced to SURVEYOR times a factor agreed upon in each Task Authorization, but not exceeding 1.1 for invoices to the CITY.

5.3.2 Expert Witness: For any litigation, arbitration or other legal or administrative proceeding for any time spent in preparation for such litigation, for on the same basis as set forth in Paragraph 5.1 and 5.3.1

5.4 Times of Payments: At monthly intervals, SURVEYOR shall submit statements for services, additional services rendered and for reimbursable expenses incurred. The statements will be based upon SURVEYOR'S actual manpower expended and actual expenses incurred within the billing period.

5.4.1. As a condition precedent to receiving payment, SURVEYOR shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, no more frequently than once per month, and signed by an authorized representative of SURVEYOR related to the applicable monthly installment payment. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. All invoices submitted for compensation shall include a statement by SURVEYOR that states as follows:

This statement sets forth only actual time spent by the firm's employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent.

5.4.3. CITY shall pay all valid, approved, and undisputed invoices pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby. In the event that CITY disputes any invoice submitted, it shall advise SURVEYOR, in writing, and said invoice shall not be deemed due and payable under this agreement. Neither the CITY'S review, approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the SURVEYOR shall be liable to CITY for any and all damages to CITY caused by the SURVEYOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

5.5 Other Provisions Concerning Payments:

5.5.1 In the event of termination by CITY under Section 18.0 during the performance of the services, payments due SURVEYOR up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

5.5.2 Records of SURVEYOR's Salary Costs and Expenses pertinent to SURVEYOR'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to CITY for audit upon request

by CITY. Copies will be made available to CITY on request prior to final payment for SURVEYOR'S services.

- 5.5.3 A separate invoice must be submitted for each individual task authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the task authorization, hourly salary cost and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

- 6.1 CITY or its agents shall at all times have the right to review or observe the services performed by SURVEYOR.
- 6.2 No inspection, review, or observation shall relieve SURVEYOR of its responsibility under this Agreement.

- 7.0 PROGRESS MEETING.** CITY'S designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this Agreement. SURVEYOR'S Project Manager and all other appropriate personnel shall attend such meetings as designated by CITY'S Project Manager, and SURVEYOR shall be compensated at the billing rates set forth in Article 5.0

8.0 SAFETY

- 8.1 SURVEYOR agrees to comply with CITY'S published safety standards while on the property of CITY. A copy of these standards is provided in Attachment No. 2.
- 8.2 SURVEYOR shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

- 9.0 REASONABLE ACCESS.** During the term of this Agreement, CITY shall grant SURVEYOR reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

- 10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION.** SURVEYOR shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth in Attachment No. 1, which is hereby made a part of this Agreement and shall be bound by the terms of the Hold Harmless/Indemnification provisions expressed therein.

- 11.0 COMPLIANCE WITH LAWS AND REGULATIONS.** SURVEYOR shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.0 REPRESENTATIONS

- 12.1 SURVEYOR represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound professional surveying practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 12.2 SURVEYOR represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 12.3 Subject to the provisions of this Section, should SURVEYOR breach the warranties set forth herein, CITY shall have such remedies as may be provided at law or equity.

- 12.4 Without limiting the generality of the foregoing, if the SURVEYOR completes its services under any task authorization entered into hereunder, and the SURVEYOR'S services are non-complying, defective, or otherwise improperly performed and CITY notifies SURVEYOR in writing that a defect, error, omission or noncompliance has been discovered in SURVEYOR'S services, SURVEYOR shall, at the option of CITY: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to CITY; b) refund the amount paid by CITY attributable to such non-complying, defective or otherwise improperly performed services; or c) if SURVEYOR fails to take action under a) above, at SURVEYOR'S sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by SURVEYOR are those expressly enumerated in this provision. Any other statements of fact or descriptions expressed in the Agreement or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.
- 13.0 GUARANTEE AGAINST INFRINGEMENT.** SURVEYOR guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, SURVEYOR shall indemnify, hold harmless, and defend CITY, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this Agreement. Notwithstanding the foregoing, SURVEYOR may elect to provide non-infringing services.
- 14.0 DOCUMENTS**
- 14.1 Upon CITY'S or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, SURVEYOR shall provide CITY or its designated Project Manager with a copy of all documents and electronic files prepared by SURVEYOR under this Agreement or any Task Authorization hereunder. CITY understands that re-use of any documents for any other purposes, shall be at the CITY'S own risk.
- 14.2 The parties acknowledge that the CITY is a Florida municipal corporation and subject to the Florida Public Records Law.
- 15.0 ASSIGNMENT**
- 15.1 SURVEYOR shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of CITY.
- 15.2 If, upon receiving written approval from CITY, any part of this Agreement is subcontracted by SURVEYOR, SURVEYOR shall be fully responsible to CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.3 If CITY determines that any subcontractor is not performing in accordance with this Agreement, CITY shall so notify SURVEYOR who shall take immediate steps to remedy the situation.
- 15.4 If any part of this Agreement is subcontracted by SURVEYOR, prior to commencement of any work by the subcontractor, SURVEYOR shall require the subcontractor to provide CITY and its affiliates with insurance coverage as set forth by the CITY'S Human Resources Director/Risk Management.
- 16.0 INDEPENDENT SURVEYOR.** At all times during the term of this Agreement, SURVEYOR shall be considered an independent SURVEYOR.
- 17.0 DEFAULT.** If during the term of this Agreement, SURVEYOR shall be in default of any of the material provisions of this Agreement, CITY may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until CITY gives written notice of the default to SURVEYOR with at least ten

(10) days to cure such default. If SURVEYOR fails to correct such delinquency or default within thirty (30) days of suspension by CITY, CITY may terminate this Agreement.

- 18.0 TERMINATION.** Notwithstanding any other provision of this Agreement, CITY may, upon written notice to SURVEYOR, terminate this Agreement if: a) SURVEYOR is adjudged to be bankrupt; b) SURVEYOR makes a general assignment for the benefit of its creditors; c) SURVEYOR fails to comply with any of the conditions of provisions of this Agreement; or d) SURVEYOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed prior to the effective date of termination.
- 19.0 FORCE MAJEURE.** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to CITY'S affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.
- 20.0 GOVERNING LAW & VENUE.** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Osceola County, Florida, or the United States District Court in and for the Middle District of Florida.
- 21.0 HEADINGS.** Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.
- 22.0 SEVERABILITY.** In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.
- 23.0 WAIVER AND ELECTION OF REMEDIES**
- 23.1 Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.
- 24.0 THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and SURVEYOR.
- 25.0 PROHIBITION AGAINST CONTINGENT FEES.** SURVEYOR warrants that he or she 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.
- 26.0 ENTIRE AGREEMENT.** This Agreement, including the schedules, attachments, appendixes and exhibits attached hereto, constitutes the entire agreement between CITY and SURVEYOR with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 SOVEREIGN IMMUNITY. Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CITY'S potential liability under state or federal law.

28.0 NOTICE

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

CITY: City Manager
City of St. Cloud
1300 9th Street
St. Cloud, Florida 34769

SURVEYOR: Thomas Mead, President
Southeastern Survey and Mapping Corporation
117-B Broadway
Kissimmee, Florida 34741

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

29.0 ATTORNEYS' FEES. In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9/16/2022 day of _____, 20____.

CITY OF ST. CLOUD, FLORIDA

BY: DocuSigned by:



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Veronica Miller, City Manager

SOUTHEASTERN SURVEY AND MAPPING CORPORATION

BY: DocuSigned by:



BE9213159F01432...

Thomas K. Mead

President

Print Name/Title

ATTEST: DocuSigned by:



949BC7328C6B44A...

Ivy De La Cruz, Acting City Clerk

ATTEST: DocuSigned by:



8744AC20CGG742F...

Darryll DeMarsh

VP

Print Name/Title

Attachment No. 1

INSURANCE REQUIREMENTS
Continuing Surveying and Mapping Services Agreement

SPECIAL PROVISIONS

On the Commercial General Liability and Business Automobile Liability, the City of St. Cloud shall be listed as an "additional insured" and named as a certificate holder, as their interest may appear. The CITY shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premiums for these policies. A renewal certificate shall be issued thirty (30) days prior to expiration of coverage.

Where available all policies shall be of an occurrence type and provide a forty-five (45) day notice of cancellation or modification of coverage. Prior to commencement of work, the proper insurance certificates shall be provided to, and approved by the CITY.

DEDUCTIBLES: Given that the indemnification agreement is intended to be supported by first dollars insurance policies, which require full disclosure of any and all deductible for all coverage required by this specification or Contract, the only exception will be the area of Workers' Compensation. The CITY reserves the right to determine acceptable limits of such deductibles.

FIRST DOLLAR COVERAGE: To the extent that the SURVEYOR may elect to purchase insurance, which provides a deductible or (SIR) self insure retention, the SURVEYOR will assume liability to personally indemnify the CITY to the same level of coverage required of their insurance carrier.

COVERAGE'S & LIMITS

COMMERCIAL GENERAL LIABILITY: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the SURVEYOR and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the SURVEYOR'S employees or damage to property of the CITY or others arising out of any act or omission of the SURVEYOR or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the Agreemental liability assumed by the SURVEYOR under the article entitled INDEMNIFICATION and COMPLETED OPERATIONS AND PRODUCTS LIABILITY coverage.

The liability limits shall not be less than:

| | |
|---------------------|-------------------------------|
| Personal Injury and | \$1,000,000 per occurrence |
| Property Damage | \$2,000,000 general aggregate |

BUSINESS AUTOMOBILE LIABILITY: This insurance shall cover "any auto" type for bodily injury and property damage. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

The liability limits shall not be less than:

| | |
|-------------------|----------------------------|
| Bodily Injury and | \$1,000,000 per occurrence |
| Property Damage | |

WORKERS' COMPENSATION INSURANCE: The SURVEYOR shall take out and maintain during the life of this agreement, workers' compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the SURVEYOR shall require the subcontractor similarly to provide workers' compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the SURVEYOR. Such insurance shall comply fully with Florida Statutes, Chapter 440 and the Florida Workers' Compensation Law (Florida WC Statutory Limits). In case

any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the workers' compensation statute, the SURVEYOR shall provide adequate insurance, and cause such subcontractor to provide adequate insurance, satisfactory to the owner, for the protection of his employees not otherwise protected.

PROFESSIONAL LIABILITY: SURVEYOR shall carry professional malpractice insurance in the amount of \$1,000,000 throughout the term of this Agreement and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Agreement through the expiration date of the last policy period. In the event that SURVEYOR shall fail to secure and maintain such coverage, SURVEYOR shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the CITY as a result thereof, including attorney's fees and costs.

HOLD HARMLESS/INDEMNIFICATION: To the fullest extent permitted by laws and regulations, the SURVEYOR shall defend, indemnify, and hold harmless the CITY, its officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of surveyors, engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of commission, omission or negligence in the performance of the work by the SURVEYOR, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the CITY, or any of its officers, directors, agents, or employees by any employee of the SURVEYOR, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this 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 SURVEYOR or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the CITY, the SURVEYOR, or any subcontractors.

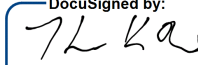
APPLICABILITY: It is the express intent of the SURVEYOR that this Agreement shall apply to all work or purchase orders incidental to the Surveying Agreement.

SUBROGATION: The SURVEYOR and any subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the CITY, except for "Professional Liability". In the case of "Professional Liability," the SURVEYOR/Architect and any subcontractors shall waive all rights of subrogation except in situations where gross negligence is shown on the part of the CITY.

RELEASE OF LIABILITY: Acceptance by the SURVEYOR of the last payment shall be a release to the CITY and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the CITY or of any person relating to or affecting the work.

COMPANIES ISSUING POLICIES: Each insurance policy issued hereunder shall be issued by a company or companies authorized to do business in the State of Florida and which have an A.M. Best Company rating of "A" or better and a Financial Size category of "VII" or as otherwise approved by CITY, in its sole discretion.

SOUTHEASTERN SURVEY AND MAPPING
CORPORATION

DocuSigned by:
By: 
BE9213159F01432...

Thomas K. Mead

President

Date: 9/14/2022

Type / Print Name / Title

Attachment No. 2

SPECIFICATION SAFETY REQUIREMENTS

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Agreement. Please apply those safety requirements as site(s) or situation(s) dictate. NOTE: All surveyors who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all SURVEYOR'S and any Subcontractors.

I. GENERAL

- A. The SURVEYOR shall comply with Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The SURVEYOR shall also comply with Chapter 442, Florida Statutes (Occupational Safety and Health/Workers' Compensation) and any county, or city, or any other agency's rules and regulations regarding safety.
- B. The CITY'S safety personnel or any supervisor may, but is not required to, order that the work be stopped if a condition of imminent danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of violations of this Article from the SURVEYOR to the CITY; and the SURVEYOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Agreement and a duty of the SURVEYOR. The CITY reserves the right to require demonstration of compliance with the safety provisions of this Agreement. The parties agree that such failure is deemed to be a material breach of this Agreement; and the SURVEYOR agrees upon such breach, all work pursuant to the Agreement shall terminate until demonstration to the CITY that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this Agreement.

II. SAFETY EQUIPMENT

All CITY safety regulations will be strictly adhered to and enforced by the CITY, which may include work stoppage or removal of SURVEYOR and/or personnel. These safety regulations include, but are not limited to:

- A. All persons on CITY property will wear industrial safety glasses with affixed side shields at all times, except, when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped.
- B. All persons on CITY property will wear an approved hard hat in good repair at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped. Bump hats are not acceptable at any time.
- C. All persons on CITY property and in an area where the noise level exceeds 85db, must wear hearing protection that complies with ANSI S3.19-74 (ear muffs and/or approved earplugs). This includes areas where noisy equipment is in use (i.e. jack hammers, electric or air drills, heavy equipment with open cabs, pipe cutting saw, etc.) and in the plant where posted.

- D. Sport or athletic-type style shoes are NOT considered a suitable work shoe and are not acceptable as work shoes at this location.
- E. Work conducted in an elevated position will require that:
 - 1. Any person on CITY property working on or in an elevated location (four feet above ground level) and unprotected by handrails or guardrails must wear a safety belt or safety harness and be tied off with a lanyard to a fixed object or support that will restrict that person's fall to a "minimum distance."
 - 2. Any person working from an electrical-line bucket truck will have in use the appropriate fall protection device.
 - 3. Any person on a pole or tree will have in use the appropriate gaffs, belts, and/or harness.
 - 4. Compliance with 29CFR 1910.269 is required.
- F. Any person on CITY property, in an area where tools are being used that cause or may cause flying particles or an area where there is a potential of excessive dust or airborne particles, must wear, in addition to and over the industrial safety glasses, either soft-sided goggles or a full face shield/protector, and the appropriate respiratory protection equipment.
- G. Where vehicular and/or pedestrian traffic is affected:
 - 1. Maintenance of Traffic

The SURVEYOR shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the SURVEYOR shall, at his own expense, provide and maintain suitable and safe detours or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the SURVEYOR has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.
 - 2. Barricades and Lights

All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section and all other positions required by applicable standards.

All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All materials and equipment MUST BE stationed outside of the clear zone at the end of each shift or whenever work is concluded for that day. The total roadside border area, starting at the edge of the travelled way, which is available for an errant driver to stop or regain control of a vehicle, is defined as the Clear Zone.

All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

All SURVEYOR owned or controlled vehicles and/or equipment, which will be operated on or within ten (10) feet of the roadway will be equipped with a minimum of one amber 360 degree Class I warning device. This device must meet minimum standards for utility construction purposes such as a minimum of 500,000 candlepower and visible from 360 degrees of mounting. The warning device(s) must be in operation at all times that a vehicle/equipment is on the roadway or within the ten (10) feet of runoff area and not in a "normal" travel status.

3. Damage to Existing Property

The SURVEYOR will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the CITY, unless otherwise addressed in the Agreement.

III. TOXIC SUBSTANCES

The SURVEYOR shall be responsible for compliance with Chapter 442, Florida Statutes, "Toxic Substances in the Workplace" (Right-To-Know-Law/Global Harmonized System) for its employees and the employees of any and all subcontractors the SURVEYOR brings on or causes to be on the project site. Assure compliance with 29 CFR1910 Subpart Z.

The SURVEYOR shall, between receiving the Agreement and coming on the project site to begin work, provide the CITY'S field representative with affidavits stating that ALL personnel the SURVEYOR brings on, or causes to be on the project site, have been given training on any toxic substances said personnel will be working with or may be exposed to while working at the job site.

The SURVEYOR shall provide/give to the CITY'S field representative a copy of manufacturer's SDS for ANY and ALL "Toxic Chemicals" used by or brought on the project site by the SURVEYOR or subcontractor prior to the substance(s) being delivered to the CITY'S property.

The SURVEYOR and/or subcontractor must be provided SDS(s) which is/are in the possession of the CITY upon receipt of a written request. The CITY may establish reasonable procedures for acting upon such requests to avoid interruption of normal work operations.

Before any work shall begin, the SURVEYOR shall arrange a meeting to advise CITY'S field representative about safety and any dangers CITY employees will be subjected to, due to the presence of chemicals on the project site.

IV. TRENCHING AND EXCAVATION

Trenching and excavation operations shall comply with the OSHA 29CFR 1926 Subpart P final rule.

- A. Where SURVEYOR work may interfere with other utilities, the CITY shall be notified prior to encroachment unless otherwise addressed in the Agreement.
- B. The CITY has identified certain areas within its operations, which are regulated by OSHA 29CFR 1910 Subpart Z, as well as 29 CFR1926.651 and 1926.652. If the SURVEYOR'S work involves these affected areas, the CITY requires prior to commencement of SURVEYOR work that applicable and acceptable written compliance programs and

documented certification/qualifications be provided to the CITY, management, and safety personnel.

- V. SURVEYOR OPERATIONS SHALL COMPLY WITH OSHA 29CFR 1910.269. Further SURVEYOR operations shall comply with 29CFR 1910.252 and NFPA 51B for cutting and welding procedures.
- VI. SURVEYOR SHALL, WITHIN THIRTY (30) CALENDAR DAYS of notification of award of Contract, and prior to commencement of work, provide to the CITY, the SURVEYOR'S written safety compliance program(s).
- VII. CURRENT INDEPENDENT CERTIFICATION for any SURVEYOR-provided bucket truck to be for the provision of services of this Agreement shall be provided to the CITY prior to use of said bucket truck.

EXHIBIT A

SCOPE OF SERVICES

SURVEYING AND MAPPING SERVICES AGREEMENT

The scope of services to be provided by the SURVEYOR shall include all phases of surveying and mapping services and where the scope of services require the SURVEYOR to provide surveying services, all surveys shall be performed by those only qualified to practice surveying under the laws of the State of Florida.

General surveying services shall include, but are not limited to the following:

- A. Pre-design Surveys, which may include as appropriate:
 - 1. Location of Right-of-Way limits and existing easements
 - 2. Coordination of field utility locates
 - 3. Location of field marked utilities
 - 4. Location and identification of drainage structures
 - 5. Identification of property boundaries and legal descriptions
 - 6. Plat review
 - 7. Establishment of survey baseline and stationing
 - 8. Topographic surveys
 - 9. Development of cross sections
- B. Construction survey services, which may include:
 - 1. Construction staking
 - 2. Construction control and confirmation surveys
 - 3. As-built surveys
- C. Reporting, which shall include:
 - 1. Submittal of hard copy documentation at a size and scale agreeable to the City; and
 - 2. Submittal of an electronic copy of all survey information in a format acceptable to the City
- D. Additional survey services, which may include:
 - 1. Attend City Council meetings, as required to present information
 - 2. Mapping support not specifically identified above
 - 3. Other supplemental services as necessary to meet the City's needs
 - 4. Act as City Surveyor to review plats
 - 5. Prepare legal sketches and descriptions

Appendix ‘A’

Surveyor’s Professional Services Fee Schedule

Appendix 'B'

Surveyor's Reimbursable Expenses Schedule



Surveying and Mapping Services

| Personnel Classification | Day Rate | Night Rate |
|---|---------------------|---------------------|
| Professional Surveyor & Mapper/PSM | \$167.00 / per hour | |
| Expert Witness | \$340.00 / per hour | |
| Senior Technician | \$126.00 / per hour | |
| CAD Technician | \$111.00 / per hour | |
| One Person Field Crew | \$126.00 / per hour | |
| Two Person Field Crew | \$167.00 / per hour | \$244.50 / per hour |
| Three Person Field Crew | \$220.00 / per hour | \$321.00 / per hour |
| Four Person Field Crew | \$273.00 / per hour | \$397.50 / per hour |
| Sketch of Descriptions (per SD) | \$640.00 / per SD | |
| Elevation Certificates | | |
| Residential Elevation Certificate | \$875.00 | |
| Commercial Elevation Certificate (per building) | \$1,236.00 | |
| Mortgage Survey | | |
| Quoted on a task-by-task basis per requirements | | |
| Plat Review Services (If required) | | |
| Initial and Second Plat Review (up to two sheets) | \$995.00 / per plat | |
| Initial and Second Plat Review (over two sheets) | \$169.00/ per sheet | |
| Plat (Third or Additional reviews of same plat) | \$386.00 | |

GIS Mapping Services

| Personnel Classification | Day Rate |
|---------------------------------|---------------------|
| Professional Engineer | \$201.00 / per hour |
| GIS Analyst | \$112.00 / per hour |
| GIS Technician | \$74.00 / per hour |
| One Person GPS Crew | \$126.00 / per hour |
| Two Person GPS Crew | \$168.00 / per hour |

Subsurface Utility Engineering Services

Personnel Classification

| | Day Rate | Night Rate |
|------------------------------------|---------------------|---------------------|
| Project Manager | \$167.00 / per hour | \$250.00 / per hour |
| Senior Technician | \$126.00 / per hour | \$188.00 / per hour |
| Two Person SUE Crew | \$204.00 / per hour | \$306.00 / per hour |
| Three Person SUE Crew | \$284.00 / per hour | \$426.00 / per hour |
| Administrative Assistant/ Clerical | \$74.00 / per hour | \$111.00 / per hour |

Vacuum Excavation (Test Hole/ VVH)

| | | |
|------------------------------------|-----------------|-----------------|
| 1 Test Hole/Dirt | \$583.00 | \$874.00 |
| 1 Test Hole/Asphalt/Concrete | \$724.00 | \$1,086.00 |
| 2 - 19 Test Hole/Dirt | \$499.00 / each | \$749.00 / each |
| 2 - 19 Test Hole/Asphalt/Concrete | \$568.00 / each | \$853.00 / each |
| 20 - 49 Test Hole/Dirt | \$446.00 / each | \$662.00 / each |
| 20 - 49 Test Hole/Asphalt/Concrete | \$513.00 / each | \$769.00 / each |

Concrete Radar Mapping/Imaging

(Concrete assessment/inspection, grid scans & debris assessment)

| | | |
|-----------------|---------------------|---------------------|
| One Person Crew | \$223.00 / per hour | \$346.00 / per hour |
|-----------------|---------------------|---------------------|

Maintenance of Traffic (MOT/TTC)

If required, MOT specialist will be contracted, and the cost will be passed on with a 10% mark-up for coordination.
 Off Duty Officer(s) (if required per permitting) billing will be a pass-through cost and are not included in the per lane closure

| | | |
|------------------|------------------------|--------------------------|
| Lane Closure | \$959.00 / per closure | \$1,165.00 / per closure |
| Sidewalk Closure | \$309.00 / per closure | \$412.00 / per closure |

Surveying Services for Utility Projects

| | | |
|---|---------------------|---------------------|
| Project Manager/ Professional Surveyor & Mapper | \$167.00 / per hour | \$250.00 / per hour |
| Administrative Assistant/ Clerical | \$74.00 / per hour | \$111.00 / per hour |
| Two Person Survey Field Crew | \$168.00 / per hour | \$252.00 / per hour |
| Three Person Survey Field Crew | \$220.00 / per hour | \$330.00 / per hour |

Mast Arms

| | |
|-------------------------------------|-----------------------|
| Subsurface Utility Locating Service | \$1,567.00 / per pole |
| Concrete/Asphalt Removal & Repair | \$412.00 / per pole |
| Survey Staking of Pole Locations | \$408.00 / per pole |
| Flagman Control, Per Pole Location | \$180.00 / per pole |

Construction Services

Personnel Classification

Construction Professional Surveyor & Mapper/PSM
 Construction Senior Technician
 Construction CAD Technician

Day Rate

\$191.00 / per hour
 \$144.00 / per hour
 \$128.00 / per hour

Night Rate

Construction One Person Field Crew
 Construction Two Person Field Crew
 Construction Three Person Field Crew
 Construction Four Person Field Crew

\$144.00 / per hour
 \$192.00 / per hour
 \$253.00 / per hour
 \$314.00 / per hour

\$289.00 / per hour
 \$380.00 / per hour
 \$471.00 / per hour

LiDAR UAS/UAV Services

Personnel Classification

LiDAR Project Manager
 LiDAR Technician
 LiDAR One Person Field Crew
 LiDAR Two Person Field Crew
 UAS/UAV Photogrammetry
 Mobile Scan Crew

Day Rate

\$167.00 / per hour
 \$126.00 / per hour
 \$146.00 / per hour
 \$192.00 / per hour
 \$253.00 / per hour
 \$253.00 / per hour

Travel Expenses

Mobilization

Per Project in excess of 50 Miles from Home Office

Day Rate

\$1,066.00

Night Rate

\$1,581.00

Per Diem/Lodging Expenses

Per Day, Two Person Crew
 Per Day, Three Person Crew

\$374.00
 \$510.00

**If HAZWOPER CERTIFIED personnel are required there will be a 20% increase in the Hourly Rate.
 Overtime rates will be charged for jobs requiring night work or Emergency/On-Call Services**