

21. **Approve ranking for PS-5129-02/BJC – Continuing Contracts for Surveying Services for Miscellaneous projects throughout Seminole County, authorize negotiations and award Master Agreements to Bowyer-Singleton & Associates, Inc., Orlando; Harding ESE, Inc., Orlando; Lochrane Engineering, Inc., Orlando and Southeastern Surveying and Mapping, Inc., Maitland (Not-to-Exceed \$400,000.00 per year).**

PS-5129-02/BJC will provide for surveying services including but not limited to the preparation of land surveys, maintenance plats, right-of-way location surveys, ground truthing for aerial topography, cross-sections for drainage analysis, design surveys and construction state out.

This project was publicly advertised and the County received fourteen (14) submittals in response to the solicitation, firms listed in alphabetical order:

1. Berryman & Henigar, Inc., Orlando;
2. Bowyer-Singleton & Associates, Inc., Orlando;
3. CPH Engineers, Inc., Sanford;
4. Creech Engineers, Inc., Melbourne;
5. The Doudney Companies, Inc., Sanford;
6. Harding ESE, Inc., Orlando;
7. Lochrane Engineering, Inc., Orlando;
8. PEC, Inc., Orlando;
9. McKim & Creed, P.A., Daytona Beach;
10. Rockett & Associates, Inc., Orlando;
11. Sliger & Associates, Inc., Port Orange;
12. Southeastern Surveying & Mapping, Inc., Maitland;
13. Tinklepaugh Surveying, Inc., Orlando; and
14. Weidener Surveying, Inc., Orlando.

The Evaluation Committee, which consisted of Keith Brown, PSM, Senior Coordinator/Public Works; Michael Garcia, PSM, Senior Coordinator/Stormwater; Hugh Sipes, Principal Engineer/Environmental Services; Robert Walter, PE, Principal Engineer/Public Works and Steve Wessels, PLS, County Surveyor/Public Works evaluated the submittals. The initial evaluation consisted of:

Qualifications/Experience:

- Qualifications of the firm, individuals, and sub-consultants;
- Individuals' educational background and training related to required services;
- Similar work experience and relevant confirmation of references and past performances;
- Location of the firm in charge of this project;

- Workload; ability and capacity of the Proposer to perform and comply with required services/scope of services

Based on the initial evaluation criteria, the Evaluation Committee interviewed the following firms, listed alphabetically:

1. Bowyer-Singleton & Associates, Inc., Orlando;
2. Harding ESE, Inc., Orlando;
3. Lochrane Engineering, Inc., Orlando;
4. PEC, Inc., Orlando;
5. Southeastern Surveying & Mapping, Inc., Maitland and
6. Tinklepaugh Surveying, Inc., Orlando.

Consideration was given to the following criteria:

- General professional experience and qualifications of the firm;
- Proposed approach to performing the work;
- Qualifications of proposed Project Engineer;
- Proposed project staff resources.

The Evaluation Committee recommends the Board to approve the ranking, authorize staff to negotiate and award Master Agreements to the top four (4) firms as listed above. Authorization for performance of professional services by the Consultants under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultants. The work and dollar amount for each Work Order will be negotiated on an as-needed basis for each project.

The Master Agreements will take effect on the date of its execution by the County and shall run for a period of two (2) years and, at the sole discretion of the County, may be renewed for two (2) successive periods not to exceed one (1) year each.

Public Works/Stormwater/Engineering; Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the short list, authorize negotiations with the top four (4) firms; and authorize the Chairman to execute the Master Agreements as prepared by the County Attorney's Office with no deviation in terms and pursuant to the requirements of the PS documents as long as the contracts do not exceed \$400,000.00 per year for all Consultants.

**B.C.C. - SEMINOLE COUNTY, FL
PS TABULATION SHEET**

BID NUMBER: PS-5129-02/BJC
BID TITLE : Surveying Services for Seminole County
DATE: October 9, 2002. TIME: 2:00 P.M.

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
Berryman & Henigar, Inc. 1221 W. Colonial Dr Ste 300 Orlando, Florida 32804 Mr. mark A. Stokes, P.L.S. (407) 426-8994 Phone (407) 426-8977 Fax	Bowyer-Singleton & Associates 520 South Magnolia Ave Orlando, Florida 32801 Mr. Raymond R. Bradlick (407) 843-5120 Phone (407) 649-8664 Fax	CPH Engineers, Inc. PO Box 2808 Sanford, FL 32772-2808 Mr. David A. Gierach 407-322-6841 – Phone 407-330-0639 – Fax	Creech Engineers, Inc. 4450 W Eau Gallie Blvd, Ste 232 Melbourne, Florida 32934 Mr. Brett C. Wood, PSM (321) 255-5434 Phone (321) 255-7751 Fax	The Doudney Companies, Inc. P. O. Box 266 Sanford, Florida 32772-0266 Mr. David A. Doudney (407) 322-1451 Phone (407) 322-1495 Fax
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	RESPONSE -10-
Harding ESE, Inc. 6500 All American Blvd Orlando, Florida 32810-4350 Mr. Gerald C. Warren, P.E. (407) 522-7570 Phone (407) 522-7576 Fax	Lochrane Engineering, Inc. 201 S. Bumby Ave Orlando, Florida 32803 Mr. Thomas G. Lochrane, P.E. (407) 898-3317 Phone (407) 896-9167	PEC 200 East Robinson St, Ste 1560 Orlando, FI 32801 Mr. Ken Hooper 407-422-8062 – Phone 407-849-9401 – Fax	McKim & Creed, P.A. 1901 Mason Ave, Ste 102 Daytona Beach, Florida 32117 Mr. C. Edward Hilton (386) 274-2828 Phone (386) 274-1393 Fax	Rockett & Associates, Inc. 3032 Mercy Drive Orlando, FI 32808 Mr. Lowry E. Rockett, P.E. 407-894-3804 – Phone 407-894-3805 – Fax
RESPONSE -11-	RESPONSE 12	RESPONSE 13	RESPONSE 14	
Sliger & Associates, Inc. 3921 North Nova Road Port Orange, Florida 32127 Mr. Stephen B. Sliger (386) 761-5385 Phone (386) 760-0619 Fax	Southeastern Surveying 324 North Orlando Ave Maitland, Florida 32751-4701 Mr. Gary B. Krick, P.S.M. (407) 647-8898 Phone (407) 647-1667 Fax	Tinklepaugh Surveying 379 W. Michigan St, Ste 208 Orlando, Florida 32806 Mr. Gerald F. Livernoise, P.L.S. (407) 422-0957 Phone (407) 422-6915 Fax	Weidener Surveying 2992 Edgewater Drive Orlando, Florida 32804 Mr. Margarita Weidener, PLS (407) 426-8339 Phone (407) 426-9349 Fax	

Evaluation Committee meeting scheduled for October 23, 2002 at 2:00 p.m., PW/Engineering.

Short Listed firms: (10/24/02) Bowyer-Singleton; Harding ESE; Lochrane Engineering; PEC; Southeastern; and Tinklepaugh. Presentations have been scheduled for 8:45 a.m., November 14 2002 at Environmental Services, Sanford.

Recommendation of Award: (11/14/2002) Bowyer-Singleton; Harding ESE; Lochrane Engineering and Southeastern Surveying.
BCC 12/10/2002

Proposal Ranking
PS-5129-02/BJC
Surveying Services for Seminole County

FIRMS	Keith Brown, Sr. Coordinator Engineering	Michael Garcia, Sr. Coordinator Stormwater	Hugh Sipes, Sr. Engineer PEI	Bob Walter, Principal Engineer Stormwater	Steve Wessels, County Surveyor	Points	Ranking
Berryman & Henigar, Inc.	5	2	6	7	11	31	7
Bowyer-Singleton & Associates	7	7	2	6	3	25	5
CPH Engineers, Inc.	12	10	8	12	7	49	10
Creech Engineers, Inc.	10	8	10	11	13	52	11
The Doudney Companies, Inc.	14	11	12	14	10	61	13
Harding ESE, Inc.	3	2	3	4	3	15	3
Lochrane Engineering, Inc.	2	2	4	3	1	12	2
PEC	4	2	5	9	6	26	6
McKim & Creed, P.A.	10	10	14	10	12	56	12
Rockett & Associates, Inc.	7	8	11	8	9	43	9
Sliger & Associates, Inc.	12	10	13	13	14	62	14
Southeastern Surveying	1	1	1	1	5	9	1
Tinklepaugh Surveying	6	2	7	4	2	21	4
Weidener Surveying	9	11	9	2	7	38	8

**Presentation Ranking
PS-5129-02/BJC
Surveying Services for Seminole County**

FIRMS	Keith Brown, Sr. Coordinator Engineering	Michael Garcia, Sr. Coordinator Stormwater	Hugh Sipes, Sr. Engineer PEI	Bob Walter, Principal Engineer Stormwater	Steve Wessels, County Surveyor	Points	Ranking
Bowyer-Singleton & Associates	4	4	4	1	4	17	3
Harding ESE, Inc.	3	5	2	4	3	17	4
Lochrane Engineering, Inc.	2	2	3	3	2	12	2
PEC	5	3	5	5	5	23	5
Southeastern Surveying	1	1	1	2	1	6	1
Tinklepaugh Surveying	6	6	6	6	6	30	6

DRAFT

SURVEYING SERVICES AGREEMENT (PS-5129-02/BJC)

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter called the "SURVEYOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified surveyor to perform surveying services for various projects throughout Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of surveyors; and

WHEREAS, the SURVEYOR is competent and qualified to furnish consulting services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the SURVEYOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the SURVEYOR to furnish professional services and perform those tasks generally described as, but not limited to, preparation of land surveys, maintenance plants, right-of-way location surveys, ground truthing for

aerial topography, cross-sections for drainage basing analysis, design surveys and construction stake out. Said required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the SURVEYOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the SURVEYOR. A sample Work Order is attached hereto as Exhibit "A". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that, the SURVEYOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by the SURVEYOR shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for

completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 4. COMPENSATION. The COUNTY agrees to compensate the SURVEYOR for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Not to Exceed Basis".

SECTION 5. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of two (2) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 6. PAYMENT AND BILLING.

(a) Work Order shall be issued on a "Fixed Fee" basis. The SURVEYOR shall perform all work required by the Work Order but, in no event, shall the SURVEYOR be paid more than the negotiated Fixed Fee amount stated therein.

(b) Payments shall be made to the SURVEYOR when requested as work progresses for services furnished, but not more than once monthly. SURVEYOR may invoice amount due based on percentage of total Work Order services actually performed and completed. Upon review and approval of SURVEYOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay SURVEYOR ninety-five percent (95%) of the approved amount on Work Orders issued. If COUNTY determines that work is substantially complete and the amount retained is considered to be in

excess, the COUNTY may, at its discretion, release the retainage or any portion thereof. Each Work Order shall be treated separately for retainage purposes.

(c) Payments shall be made by the COUNTY to the SURVEYOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. SURVEYOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the SURVEYOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Stormwater Manager
Public Works Department
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the SURVEYOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the SURVEYOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already

paid by the COUNTY. The COUNTY shall pay the SURVEYOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the SURVEYOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the SURVEYOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the SURVEYOR may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the SURVEYOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if Federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of the SURVEYOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(d) The SURVEYOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the SURVEYOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract

for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the SURVEYOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE SURVEYOR.

(a) The SURVEYOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the SURVEYOR under this Agreement. The SURVEYOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the SURVEYOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the SURVEYOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the SURVEYOR's services or have been created during the course of the SURVEYOR's performance under this Agreement shall become the property of the COUNTY after final payment is made to the SURVEYOR.

SECTION 10. TERMINATION.

(a) The COUNTY may, by written notice to the SURVEYOR terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the SURVEYOR to fulfill its Agreement obligations. Upon receipt of such notice, the SURVEYOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the SURVEYOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the SURVEYOR shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the SURVEYOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the SURVEYOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the SURVEYOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The SURVEYOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the SURVEYOR; provided, however, that the SURVEYOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the SURVEYOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the SURVEYOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 11. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 12. EQUAL OPPORTUNITY EMPLOYMENT. The SURVEYOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 13. NO CONTINGENT FEES. The SURVEYOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the SURVEYOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the SURVEYOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 14. CONFLICT OF INTEREST.

(a) The SURVEYOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The SURVEYOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that SURVEYOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 15. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 16. SUBCONTRACTORS. In the event that the SURVEYOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the SURVEYOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, SURVEYOR shall

remain fully responsible for the services of subcontractors or other professional associates.

SECTION 17. INDEMNIFICATION OF COUNTY. The SURVEYOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the SURVEYOR, whether caused by the SURVEYOR or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 18. INSURANCE.

(a) GENERAL. The SURVEYOR shall at the SURVEYOR's own cost, procure the insurance required under this Section.

(1) The SURVEYOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the SURVEYOR, the SURVEYOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before

expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the SURVEYOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the SURVEYOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a SURVEYOR shall relieve the SURVEYOR of the SURVEYOR's full responsibility for performance of any obligation including SURVEYOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued

to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SURVEYOR shall, as soon as the SURVEYOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SURVEYOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the SURVEYOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the SURVEYOR, the SURVEYOR shall, at the SURVEYOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SURVEYOR and shall be maintained in force until the Agreement

completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The SURVEYOR's insurance shall cover the SURVEYOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The SURVEYOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SURVEYOR and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$ 500,000.00 500,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The SURVEYOR's insurance shall cover the SURVEYOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the SURVEYOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00 ⁵⁰⁰
Each Occurrence Limit	\$1,000,000.00 ⁵⁰⁰

(3) Professional Liability Insurance. The SURVEYOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by SURVEYOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the SURVEYOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be

provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the SURVEYOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 19. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) SURVEYOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the SURVEYOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 20. REPRESENTATIVES OF THE COUNTY AND THE SURVEYOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the SURVEYOR, shall designate in writing and shall advise the SURVEYOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The SURVEYOR shall, at all times during the normal work week, designate or appoint one or more representatives of the SURVEYOR who are authorized to act in behalf of and bind the SURVEYOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 21. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters

contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 22. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 23. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the SURVEYOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The SURVEYOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 24. EMPLOYEE STATUS. Persons employed by the SURVEYOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 25. SERVICES NOT PROVIDED FOR. No claim for services furnished by the SURVEYOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 26. PUBLIC RECORDS LAW. SURVEYOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. SURVEYOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the SURVEYOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the SURVEYOR.

SECTION 28. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Stormwater Manager
Public Works Department
500 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

FOR SURVEYOR:

SECTION 29. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
9/10/02
ps-5129

Attachment:
Exhibit "A"- Sample Work Order

EXHIBIT "A"

WORK ORDER
FOR
SURVEYING SERVICES AGREEMENT (PS-5129-02/BJC)

WORK ORDER NO.: SAMPLE

PURCHASE ORDER NO.: _____ (For billing purposes only, to be
assigned by COUNTY after
execution.)

PROJECT:

COUNTY: **SEMINOLE COUNTY**, a political subdivision
of the State of Florida.

SURVEYOR: _____

SURVEYOR'S ADDRESS: _____

Execution of the Work Order by COUNTY shall serve as authorization for the SURVEYOR to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the COUNTY and the SURVEYOR and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[] DRAWINGS/PLANS/SPECIFICATIONS
[] SCOPE OF SERVICES
[] SPECIAL CONDITIONS
[] _____

The SURVEYOR shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TERM: This Work Order shall terminate upon completion of the Scope of Services or _____ from the date of execution, whichever comes first.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- ☐ FIXED FEE BASIS
- ☐ TIME BASIS METHOD WITH A NOT-TO-EXCEED AMOUNT
- ☐ TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT

(b) If the compensation is based on a "Fixed Fee Basis," then the SURVEYOR shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$_____). In no event shall the SURVEYOR be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the SURVEYOR shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The SURVEYOR's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the SURVEYOR is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____). Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The SURVEYOR shall advise the COUNTY whenever the SURVEYOR has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate the SURVEYOR for the actual work performed under this Work Order.

Payment to the SURVEYOR shall be made by the COUNTY in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the SURVEYOR that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the SURVEYOR and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the SURVEYOR to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

ATTEST:

<p>_____ , Secretary (CORPORATE SEAL)</p>	<p>By: _____ , President Date: _____</p>
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ATTEST:

BOARD OF COUNTY COMMISSIONERS
 SEMINOLE COUNTY, FLORIDA

 MARYANNE MORSE
 Clerk to the Board of
 County Commissioners of
 Seminole County, Florida.

By: _____
 DARYL G. MCLAIN, Chairman

 Date: _____

For use and reliance
 of Seminole County only.
 Approved as to form and
 legal sufficiency.

As authorized for execution by
 the Board of County Commissioners
 at their _____, 20____
 regular meeting.

 County Attorney