



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

September 8, 2016

Via Email Transmission: lizzg@nsgeo.com

NorthStar Geomatics, Inc.
Attn: Mr. Gregory S. Fleming, President
P O Box 2371
Stuart, FL 34995

Subject: Renewal for Agreement of Geographical Information System Services

Dear Mr. Fleming,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Geographical Information System Services, for the period beginning October 1, 2016 and ending on September 30, 2017, which represents the first of three (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., September 20, 2016**. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308, if you should have any questions.

Best Regards,

Lenora Darden, CPPB
Procurement Manager

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Printed Name

9/8/16

Date

President

Title



**STANDARD AGREEMENT BETWEEN
CITY OF STUART AND PROFESSIONAL
FOR GEOGRAPHICAL INFORMATION SYSTEM SERVICES**

PROJECT: Geographical Information System Services

PROFESSIONAL: NorthStar Geomatics, Inc.
PO Box 2371
Stuart, FL 34995

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the 1 day of oct, 2014 by and between Northstar Geomatics, Inc., hereinafter referred to as "Professional" and the City of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

City intends to enter into a contract with Professional for provision of Geographical Information System Services by the Professional and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Professional shall provide Geographical Information System Services in all phases of any Project for which a WORK AUTHORIZATION has been issued by the City pursuant to this Agreement as hereinafter provided. These services will include serving as City's professional consulting representative for the Project, providing professional consulting consultation and advice and furnishing customary Geographical Information System Services and customary services incidental thereto as described in the Work Authorization. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Authorization.

Section 1. Scope of Service

Professional shall work with the City staff in advising the City and the City Commission regarding Geographical Information System Services. The services will be those customarily attendant Geographical Information System Services including, but not limited to the following:

Provide all labor and expertise necessary to maintain, support, analyze and augment a comprehensive Geographical Information System. Project will include but not necessarily be limited to GIS layers denoting City parcels, zoning, land use, annexations, water system, wastewater system, stormwater system, roadway pavement, utility poles, bridges, crosswalks, traffic signs, pavement markings, railroad crossings, street lights, median type, curb, shoulder, number of lanes, road width and sidewalks. Information will be provided in Arc/GIS spatial database features or shape files at the discretion of the City. Any other GIS related services not specifically named but required in the future may be requested by the CITY and supplied by the Professional in

accordance with the "Additional Services" clause of the final, executed contract for this project.

III. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and Professional. Term of this agreement shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual agreement of the parties. The intent of this agreement is to contract with a single professional individual or firm through the successful completion of the project. Should the project not be completed within the stated term of this agreement, additional renewal periods may be enacted.

1.2 Work Authorization (WA)

Each "Work Authorization" shall specify the Period of Service agreed to by the City and the Professional for services to be rendered under said "Work Authorization". Professional shall submit a cost breakout for each Work Authorization by discipline (employee function) and estimated number of hours for each discipline. "Exhibit A" Sample Work Authorization.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Professional for services under each Work Authorization. The fee due to the Professional shall be set forth in each WA and shall be in accordance with Professional's personnel hourly rate schedule formalized in "Exhibit B" to this Agreement. Professional's personnel hourly rate schedule may be updated prior to each optional renewal period.

2.2 Invoices

Professional shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this agreement. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 3. Reimbursable Expenses

Professional shall be reimbursed only for approved out pocket expenses directly chargeable to the Project, at actual cost incurred. Reimbursable expenses will include travel, lodging and meals when traveling at the City's request and on the City's behalf. These expenses shall conform to rates and allowances set forth in Florida State Statute, Sec 112.061, regarding per diem and traveling expenses. Identifiable communication expenses, reproduction costs, and special accounting expenses not applicable to general overhead shall be reimbursed at actual cost.

Section 4. Additional Services

4.1 Requests for Additional Services

The undertaking by the Professional to perform professional services defined within this Contract extends only to those services specifically described herein. If upon the request of the City, the Professional agrees to perform additional services hereunder, the City shall pay the Professional for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with Professional's current personnel fee schedule, plus reimbursable expenses so incurred by the Professional; unless a lump sum addendum to this Contract is executed by the parties to this Contract which addresses the additional services.

4.2 Changes in Scope/Conditions

Additional Services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the Professional, or a change in the scope of work of the Project initiated by the City, or services that are required by changes in the requirements of public agencies, after work under this Contract has commenced.

Section 5. Use of Documents

5.1 Ownership of Original Documents

All deliverable analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Professional's services or have been created during the course of the Professional's performance under this Contract shall become the property of and shall be delivered to the City after final payment is made to the Professional.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Professional shall be paid for all services rendered to the date of termination including all reimbursable expenses.

Section 7. CITY's Obligations

7.1 Data to be Furnished

The CITY shall provide Professional with all data, studies, surveys, plats and all other pertinent information concerning the Project in the possession of the CITY upon request.

7.2 Designated Representative

The Designated Representative of the City to act with authority on the City's behalf with respect to all aspects of the Project shall be identified in each Work Authorization.

Section 8. Persons Bound by Agreement

8.1 Parties to the Agreement

The persons bound by this Contract are the Professional and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Agreement

This Contract and any interest associated with this Contract may not be assigned, sublet or transferred by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Professional from employing such independent Professionals, associates and subcontractors as Professional may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful proposer may be requested to convey its bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Assigned Personnel

Personnel approved by the CITY for each assignment shall not be changed without prior written consent of the CITY. Such consent shall be contingent upon the CITY's approval of the replacement personnel based on the qualifications of those persons as submitted by the Professional. The Professional shall provide resumes and certifications for all proposed candidates.

8.5 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Professional and the City.

Section 9. Indemnification of City

Professional shall to the fullest extent allowed by law, defend, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Professional. (Exhibit C)

Professional shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance.

10.1. Workers' Compensation

The Professional shall procure and maintain, during the life of this Contract, Worker's Compensation

insurance as required by Florida Statutes, Chapter 440 for all of employees of the Professional engaged in work on the Project under this Contract.

10.2 Insurance Policy Limits

Professional shall procure and maintain insurance policies with at least the following coverage and amounts, during the life of this contract.

10.2.1 **General Liability Insurance.** In a combined single limit of \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate

10.2.2 **Automobile Liability Insurance.** In a combined single limit of \$250,000.00 each occurrence

10.2.3 **Professional Liability or Errors and Omissions Insurance.** Professional Liability coverage with limits of not less than \$1,000,000.00 per claim, \$1,000,000.00 aggregate

10.3 Insurance Cancellation

The Professional shall furnish to the City Certificates of Insurance Certificates specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. A renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

10.4 City to be Named Additional Insured

The plans and specifications and other contract documents to be prepared by Professional pursuant to this Contract shall require the insurance of liability of the person, firm or corporation which would, as contractor, perform the work described in such plans and specifications. The amounts of insurance shall be determined by the City. The City shall be named as "additional insured" with regard to the coverage of such policies of insurance.

10.5 Status of Claim.

The Professional shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Professional resulting from services performed under this Contract. The Professional shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

City Manager, City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5316

Section 11. Professional Standards

11.1 Approvals Not Guaranteed

All work performed by Professional will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations. However, Professional does not warrant or represent that any governmental approval will be obtained, only that the Professional will exercise its best efforts to obtain all such approvals contemplated under this Contract.

11.2 Governmental Regulations

Professional shall assure that work performed under each Project Authorization shall be in accordance with all applicable governmental regulations.

Section 12. Opinions of Cost

Since the Professional has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified Professional, familiar with the current market. The Professional cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If at any time the City wishes greater assurance as to the amount of any cost, the City shall employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the City will be paid for as additional services hereunder by the City. This Agreement is deemed effective only to the extent of the annual appropriations available.

Section 13. General Conditions

13.1 Venue in Martin County

Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

13.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

13.3 Attorney's Fees and Costs

In the event the Professional defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by either party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

13.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the CITY or the CITY's representative identified herein shall be binding or enforceable against the CITY.

13.6 Authority to Execute Contract

By signing this Agreement the Professional swears or affirms, under penalty of perjury, that this is a valid act of the Professional, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 14. Public Records

In compliance with F.S. 119.0701 the Professional shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Professional upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Professional does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

Section 15. Exhibits

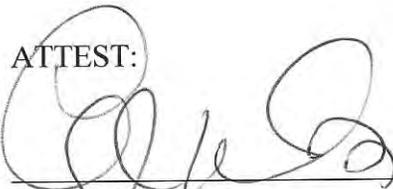
The following Exhibits are attached to and made a part of this Contract:

"Exhibit A" - "Sample Work Authorization"

"Exhibit B" - "Professional's Personnel Hourly Rate Schedule"

"Exhibit C" - "Insurance and Indemnification"

IN WITNESS WHEREOF, the CITY and the Contractor have made and executed this Contract the day and year first above written.

ATTEST:


Cheryl White
City Clerk

CITY

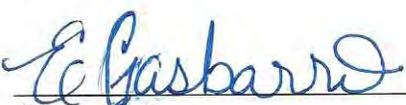

Paul Nicoletti
City Manager

APPROVED AS TO FORM
AND CORRECTNESS:



Michael Mortell
City Attorney

WITNESSES:


(Signature)


(Signature)

PROFESSIONAL


(Signature)

Gregory S. Fleming

President
Title

EXHIBIT A

SAMPLE WORK AUTHORIZATION

WORK AUTHORIZATION # ____
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS)
BETWEEN THE CITY OF STUART AND
THE FIRM OF
XXXXXXXXXX

PROJECT DESCRIPTION: *NAME OF PROJECT*

I. PURPOSE

This is an attachment to the Standard Agreement for Geographical Information System (GIS) Services dated XXXXX between the City of Stuart (CITY) and the firm of XXXXX. (PROFESSIONAL) and made a part thereof. The purpose of this Work Authorization is to specify the required services of the PROFESSIONAL.

II. PROFESSIONAL'S SERVICES

The PROFESSIONAL shall _____..

III. GENERAL SCOPE OF WORK

The PROFESSIONAL's services shall include, but not be limited to, the following tasks:

A. TASK A:

B. TASK B:

C. TASK C:

IV. CITY RESPONSIBILITIES

The CITY will provide specific data for *project*.

V. WARRANTY

The PROFESSIONAL warrants that the plans and specifications produced as a result of this contract are complete, correct and suitable for the purpose intended.

VI. AMERICANS WITH DISABILITIES

The PROFESSIONAL shall ensure compliance with all applicable governmental accessibility standards, including without limitation those applicable under Section 35.151 CFR.

VII. DELIVERABLES

VIII. PLANS AND DOCUMENT OWNERSHIP

The original documents will become the property of the CITY upon completion of this Project..

IX. SCHEDULES AND TIME CONSTRAINTS

Anticipated submittal times for the deliverables described in this scope of service will be completed as follows.

X. COMPENSATION

The PROFESSIONAL will provide assistance to the CITY in accordance with the below Project Budget Summary. Total compensation shall be based on the hourly rate schedule shown on Exhibit A. Out of pocket expenses including postage, printing, copying and long distance telephone calls shall be billed as a reimbursable expense at the PROFESSIONAL's actual cost. Reimbursable expenses shall not exceed the sum of one hundred and 00/100 Dollars (\$100.00).

XI. ADDITIONAL TERMS

All exclusions and additional provisions agreed to in the original Agreement are to remain in full effect during the implementation of the project.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

PROFESSIONAL: *FIRM*

(SEAL)

By: _____
(Signature)

BY _____
Corporate Officer Name & Title

Date _____

ATTEST:

=====

APPROVED AS TO COMPLIANCE WITH PURCHASING & CONTRACTS POLICIES AND PROCEDURES

Charles T. Iverson
Procurement Manager

Date _____

=====

TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS APPROVED

Samuel T. Amerson
Director Public Works

Date _____

=====

CITY OF STUART

BY: _____
Paul Nicoletti
City Manager

Date _____

=====

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF STUART ONLY

Michael Mortell
City Attorney

Date _____

EXHIBIT B

PROFESSIONAL'S PERSONNEL HOURLY RATE SCHEDULE

Title	Rate
Senior Professional	\$110.00/hr
GIS Systems Analyst	\$95.00 /hr
GIS Programmer/Analyst	\$90.00/hr
GIS Technician	\$75.00/hr
Field Crew (2-man)	\$120.00/hr
Field Crew (1-man)	\$90.00/hr
GPS Sub-meter	\$30.00/hr
GPS RTK	\$50.00/hr
Administrative Staff	\$45.00/hr

