

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: December 20, 2011

Consent       Regular  
 Public Hearing     Workshop

**Department**

Submitted by: Information Systems Services

Submitted for: Countywide GIS

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

A) **Approve** agreements for digital orthophotography and planimetric mapping beginning December 20, 2011 to December 19, 2013, with the option for up to three (3) one year renewals with:

1. Surdex Corporation;
2. BAE Systems, Inc.; and,
3. Woolpert, Inc.

B) **Authorize** the County Administrator or his designee to negotiate and execute a series of Task Orders of less than \$100,000.

**Summary:**

These agreements will provide the professional services required to complete planimetric mapping and to provide updates to the digital orthophotography portion of the County's Geographic Information System (GIS) base map. This project is part of the Information Systems Services, Countywide GIS Capital Project. Surdex Corporation, BAE Systems Inc., and Woolpert, Inc. were selected using the Consultant Competitive Negotiations Act (CCNA) process. These agreements are continuing in nature, and the pricing will be determined on a task by task basis within funded project amounts. Individual Task Orders for projects will be negotiated or assigned directly based upon the County's requirements. Task Orders amounting to more than \$100,000 will be brought to the Board for approval. Countywide (PK)

**Background and Justification:**

Continued mapping updates will facilitate infrastructure planning and maintenance in the high growth and redevelopment areas of the County. It is important that the common base map be updated regularly as this resource is used by many enterprise applications on a daily basis. The agreements are structured with the option to extend for up to three (3) additional one (1) year periods.

On July 19, 2011, three firms were selected, Surdex Corporation, BAE Systems, and Woolpert, Inc. to perform the required professional services for upcoming mapping projects

**Attachments:**

1. Two original contracts each for Surdex, BAE Systems and Woolpert
2. Engineering Department Selection Results correspondence

Recommended by: Steve Bordelon      11/29/2011  
Department Director      Date

Approved by: [Signature]      12/15/11  
County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

| <b>Fiscal Years</b>      | <b><u>2012</u></b> | <b><u>2013</u></b> | <b><u>2014</u></b> | <b><u>2015</u></b> | <b><u>2016</u></b> |
|--------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Capital Expenditures     | \$0                | \$0                | 0                  | 0                  | 0                  |
| Operating Costs          | <u>0</u>           | <u>0</u>           | <u>0</u>           | <u>0</u>           | <u>0</u>           |
| External Revenues        | <u>0</u>           | <u>0</u>           | <u>0</u>           | <u>0</u>           | <u>0</u>           |
| Program Inc (County)     | <u>0</u>           | <u>0</u>           | <u>0</u>           | <u>0</u>           | <u>0</u>           |
| In-Kind Match (County)   | <u>0</u>           | <u>0</u>           | <u>0</u>           | <u>0</u>           | <u>0</u>           |
| <b>NET FISCAL IMPACT</b> | <b><u>*</u></b>    | <b><u>\$ 0</u></b> | <b><u>\$ 0</u></b> | <b><u>\$ 0</u></b> | <b><u>\$ 0</u></b> |

# Additional FTE

Positions (Cumulative)                    0                    0                    0                    0                    0

Is Item Included in Current Budget                    Yes                         No     

Budget Account Number(s): Fund 3901 Dept. 491 Unit M010 Object 3401

**B. Recommended Sources of Funds / Summary of Fiscal Impact**

C. Department Fiscal Review: *[Signature]* 11/21/11

**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Administration Comments:

\* Fiscal impact can not be determined at this time, however, the total fiscal impact will be equal to the task orders generated throughout the fiscal year.

*[Signature]* 11/21/11  
OFMB

*[Signature]* 12/5/11  
Contract Administration  
12-5-11 B. Wheeler

B. Legal Sufficiency:

*[Signature]* 12/5/11  
Assistant County Attorney

*These contracts comply with our review requirements.*

C: Other Department Review:

\_\_\_\_\_  
Department Director



Department of Engineering and Public Works

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX. (561) 684-4050

www.pbcgov.com



Palm Beach County Board of County Commissioners

Karen T. Marcus, Chair

Shelley Vana, Vice Chair

Paulette Burdick

Steven L. Abrams

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

An Equal Opportunity Affirmative Action Employer

INTER-OFFICE COMMUNICATION

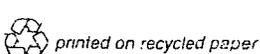
DATE: November 3, 2011
TO: Karen T. Marcus, Chair, Board of County Commissioners
THRU: Tanya N. McConnell, P.E., Deputy County Engineer
FROM: David L. Young, P.E., Special Projects Manager
RE: July 19, 2011 Selection Committee Results - Three (3) firms to provide all Planimetric and Digital Ortho Photography Mapping Services required for Palm Beach County's Geographic Information System

This Inter-Office Communication serves to advise you that negotiations have failed with Sanborn LLC, one of three (3) firms selected at the referenced Selection Committee meeting. In accordance with PPM CW-O-048, negotiations will commence with the 4th ranked firm, BAE Systems.

- 4. BAE Systems
F.R.S. & Associates
Digital Aerial Solutions LLC
Pictometry International Corp.
Richard Crouse & Assoc., Inc.
McKim & Creed, Inc.
Erdman Anthony of Florida, Inc.
C
C/SBE-H
C
N/C
N/C
N/C
C

Legend:
SBE TYPE: M/WBE TYPE: OTHER TYPE:
SBE-B - (Black) MBE-B - (Black) C - Certified
SBE-W - (woman) MBE-W - (Women) N/C - Not Certified
SBE-H - (Hispanic) MBE-H - (Hispanic)
BE-O - (Other) MBE-O - (Other)
SBE-M - (White Male)

DLY:jch
xc: with Attachments:
Robert Weisman, P.E., County Administrator
George T. Webb, P.E., County Engineer
Tanya N. McConnell, P.E., Deputy County Engineer
Steve Carrier, P.E., Assistant County Engineer
Allen Gray, Manager, Office of Small Business Assistance
Penny L. Anderson, Sr. Coordinator/VPT Project Manager
Kelly Ratchinsky, Countywide GIS Coordinator, ISS





July 19, 2011

VIA E-MAIL & US MAIL

**Department of Engineering  
and Public Works**

P.O. Box 21229  
West Palm Beach, FL 33416-1229  
(561) 684-4000  
FAX: (561) 684-4050  
www.pbcgov.com

**To: Woolpert, Inc.  
BAE Systems  
Surdex Corporation  
Sanborn, LLC  
Aerial Cartographics of America, Inc**

**Subj: July 19, 2011 Selection Committee Results:  
Three (3) firms to provide all Planimetric and Digital Ortho  
Photography Mapping Services required for Palm Beach  
County's Geographic Information System**

**Palm Beach County  
Board of County  
Commissioners**

Karen T. Marcus, Chair  
Shelley Vana, Vice Chair  
Paulette Burdick  
Steven L. Abrams  
Buft. Aaronson  
Jess A. Santamaria  
Priscilla A. Taylor

**County Administrator**

Robert Weisman

Dear Consultant:

This letter serves to advise you of the results of the July 19, 2011 Selection Committee for the above referenced project. The firms selected are **Woolpert, Inc., Surdex Corporation and Sanborn, LLC.**

**Consultants are hereby notified of the "Cone of Silence" requirements pursuant to Palm Beach County Lobbyist Registration Ordinance 2003-055.**

In accordance with Palm Beach County PPM #CW-O-048, the results of the Selection Committee meeting shall be reported in writing to the Board of County Commissioners (Board). If any member of the Board has not requested to review the ranking of the Selection Committee Meeting within ten (10) business days of such report, it shall be deemed that the Board has affirmed the selection. The selected firms will be contacted to schedule a scope of services meeting and begin negotiations.

Thank you for your time in presenting your approach for this project. We encourage you to submit on future projects. Should you have any questions or require additional information, please call me at 561-684-4149, or e-mail me at [dlyoung@pbcgov.org](mailto:dlyoung@pbcgov.org).

Sincerely,

David Young, P.E.  
Special Projects Manager

DLY:jch

pc: George T. Webb, P.E., County Engineer  
Tanya N. McConnell, P.E., Deputy County Engineer  
Steve Carrier, P.E. Assistant County Engineer  
Omelio A. Fernandez, P.E., Director, Roadway Production  
Kelly Ratchinsky, Countywide GIS Coordinator, ISS  
Rose Ann Clements, Technical Assistant II, Roadway Production  
CCNA File

"An Equal Opportunity  
Affirmative Action Employer"

printed on recycled paper

F:\ROADWAY\CCNA\Annuals\GIS\2011\Selection\SCM\_RESULTS.docx

## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Surdex Corporation, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 43-0690641.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for planimetric and digital orthophotography mapping goods and services as required for the COUNTY'S Geographic Information System (GIS).

Upon request of the COUNTY'S representative, the CONSULTANT will provide the COUNTY with a written firm price proposal and schedule for each proposed Task Order. The CONSULTANT is aware that the COUNTY has entered into contracts with other firms for similar services and that the COUNTY may request proposals from others for each proposed Task Order, or may negotiate individual Task Orders directly with any of the potential suppliers without requesting competing proposals from the CONSULTANT. The CONSULTANT has not been guaranteed any minimum amount of work under this Contract and the COUNTY will award Task Orders as are determined, in the sole judgement of the COUNTY, to be in its best interest.

Task Orders will be in substantially the form of EXHIBIT A, describe the work to be performed, the schedule for performance, and the firm fixed price based on other costs used to determine the final price of the Task Order, with a "Not to exceed" amount.

Task Orders of less than \$100,000 will be authorized by the County Administrator or his designee. Task Orders of \$100,000 or more will require approval by the Board of County Commissioners.

The COUNTY'S representative/liaison during the performance of this Contract shall be Kelly Ratchinsky, Countywide GIS Coordinator, telephone no. 561-355-3958.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Wade Williams, telephone no. 636-368-4400.

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on December 20, 2011 and complete all services by December 19, 2013. The COUNTY may, at its option, extend the Contract for up to three (3)

additional one (1) year periods, upon written notice to the CONSULTANT. No Task Orders may be issued following expiration of the Contract and all open Task Orders shall be completed in accordance with their applicable schedules.

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The COUNTY will issue Task Orders for specific projects under this Contract. The CONSULTANT shall submit a proposal for each Task Order to include all services and materials. The CONSULTANT shall notify the COUNTY'S representative in writing when 90% of the amount has been reached. The remaining 10% will be rendered upon receipt of the final deliverables outlined in the Task Order. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, for services rendered toward the completion of the Task Order. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

## **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

## **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a

particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The CONSULTANT proposes 15% SBE/MWBE participation.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations

with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance

must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

**Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Penny L. Anderson  
301 N. Olive Avenue, 8<sup>th</sup> Floor  
West Palm Beach, FL 33401

- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 11 - INDEMNIFICATION**

- A. CONSULTANT assumes all risk of damage to its property or injury to persons, including its agents, contractors and employees in performance of SERVICES hereunder, and CONSULTANT hereby waives all claims in respect thereof against COUNTY, except for any claim arising out of COUNTY'S sole negligence or willful misconduct. As used in this Section, the term "COUNTY" shall include COUNTY'S employees, agents and contractors, if applicable, and "CONSULTANT" shall include CONSULTANT'S employees, agents and contractors, if applicable.
- B. Neither party shall be liable for any indirect, consequential, punitive, special or exemplary damages resulting from any negligent acts, errors, omissions or breach of this Agreement.
- C. The provisions of this Section, may not be amended or waived without specific reference in writing signed by the parties, and any such writing shall be construed strictly in favor of maintaining the provisions of this Indemnification and Limitation of Liability.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County

Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by

and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

**ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kelly Ratchinsky, Countywide GIS Coordinator  
301 N. Olive Avenue, 8<sup>th</sup> Floor  
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Mr. Ron Hoffmann, President  
Surdex Corporation  
520 Spirit of St. Louis Blvd.  
Chesterfield, MO 63005

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

----- Remainder of page left blank intentionally -----

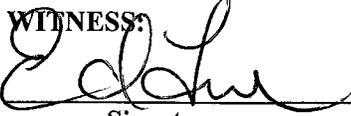
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

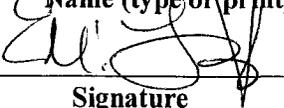
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairperson

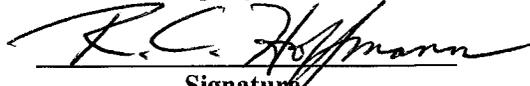
WITNESS:  
  
Signature

Ed Turner  
Name (type or print)

  
Signature

Ellie Laird  
Name (type or print)

CONSULTANT:  
Surdex Corporation  
Company Name

  
Signature

Ronald C. Hoffmann  
Typed Name

President  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By Steve Borden  
Department Director

**EXHIBIT "A"**

**TASK ORDER**

TASK ORDER # \_\_\_\_\_ CONSULTANT \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ CONTRACT \_\_\_\_\_

COUNTY PROJECT MANAGER **Kelly Ratchinsky** PHONE **355-3958**

PROJECT NAME \_\_\_\_\_

LOCATION \_\_\_\_\_

TASK DESCRIPTION \_\_\_\_\_

DELIVERABLES +/- \_\_\_\_\_ DUE DATE \_\_\_\_\_

TASK ORDER TYPE **Lump Sum** RETAINAGE **10%**

TOTAL AMOUNT \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_  
Signature

CONSULTANT \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name/Title:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO  
TERMS AND CONDITIONS

\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
ISS DEPARTMENT DIRECTOR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/7/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Weiss Insurance<br>683 Trade Center Blvd<br>Suite 100<br>Chesterfield MO 63005    | <b>CONTACT NAME:</b> Hollie Lauer<br><b>PHONE (A/C, No, Ext):</b> (636) 787-7777<br><b>FAX (A/C, No):</b> (636) 787-7778<br><b>E-MAIL ADDRESS:</b><br><b>PRODUCER CUSTOMER ID #:</b> 00000003   |                               |        |                                  |       |                                    |       |                     |  |                                     |  |            |  |            |
|--|---|-------------------------------|--------|----------------------------------|-------|------------------------------------|-------|---------------------|--|-------------------------------------|--|------------|--|------------|
|  | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A AMCO Insurance Company</td> <td>19100</td> </tr> <tr> <td>INSURER B Nationwide Mutual Ins Co</td> <td>23787</td> </tr> <tr> <td>INSURER C Travelers</td> <td></td> </tr> <tr> <td>INSURER D Beacon National Insurance</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A AMCO Insurance Company | 19100 | INSURER B Nationwide Mutual Ins Co | 23787 | INSURER C Travelers |  | INSURER D Beacon National Insurance |  | INSURER E: |  | INSURER F: |
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |                                  |       |                                    |       |                     |  |                                     |  |            |  |            |
| INSURER A AMCO Insurance Company   | 19100   |                               |        |                                  |       |                                    |       |                     |  |                                     |  |            |  |            |
| INSURER B Nationwide Mutual Ins Co   | 23787   |                               |        |                                  |       |                                    |       |                     |  |                                     |  |            |  |            |
| INSURER C Travelers  |   |                               |        |                                  |       |                                    |       |                     |  |                                     |  |            |  |            |
| INSURER D Beacon National Insurance  |   |                               |        |                                  |       |                                    |       |                     |  |                                     |  |            |  |            |
| INSURER E:   |   |                               |        |                                  |       |                                    |       |                     |  |                                     |  |            |  |            |
| INSURER F:   |   |                               |        |                                  |       |                                    |       |                     |  |                                     |  |            |  |            |
| <b>INSURED</b><br>SURDEX CORPORATION<br>520 SPIRIT OF SAINT LOUIS BLVD<br>CHESTERFIELD MO 63005-1002 |   |                               |        |                                  |       |                                    |       |                     |  |                                     |  |            |  |            |

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1012711174                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                          | TYPE OF INSURANCE  | ADDL INSR                                 | SUBR WVD                     | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |              |
|-----------------------------------|--|---|------------------------------|-------------------|-------------------------|-------------------------|---|--------------|
| A                                 | GENERAL LIABILITY  |   |                              | ACPGLA07132478791 | 01/01/2011              | 01/01/2012              | EACH OCCURRENCE   | \$ 1,000,000 |
|                                   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |   |                              |                   |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 100,000   |
|                                   | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |   |                              |                   |                         |                         | MED EXP (Any one person)                                | \$ 5,000     |
|                                   |  |   |                              |                   |                         |                         | PERSONAL & ADV INJURY                                   | \$ 1,000,000 |
|                                   |  |   |                              |                   |                         |                         | GENERAL AGGREGATE                                       | \$ 2,000,000 |
|                                   |  |   |                              |                   |                         |                         | PRODUCTS - COMP/OP AGG                                  | \$ 2,000,000 |
| GENL AGGREGATE LIMIT APPLIES PER: |  |   |                              |                   |                         |                         |   |              |
|                                   | <input checked="" type="checkbox"/> POLICY                                     | <input type="checkbox"/> PROJECT          | <input type="checkbox"/> LOC |                   |                         |                         | \$  |              |
| B                                 | AUTOMOBILE LIABILITY   |   |                              | ACPBA7132478791   | 01/01/2011              | 01/01/2012              | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 1,000,000 |
|                                   | <input checked="" type="checkbox"/> ANY AUTO                                   |   |                              |                   |                         |                         | BODILY INJURY (Per person)                              | \$           |
|                                   | <input type="checkbox"/> ALL OWNED AUTOS                                       |   |                              |                   |                         |                         | BODILY INJURY (Per accident)                            | \$           |
|                                   | <input type="checkbox"/> SCHEDULED AUTOS                                       |   |                              |                   |                         |                         | PROPERTY DAMAGE (Per accident)                          | \$           |
|                                   | <input checked="" type="checkbox"/> HIRED AUTOS                                |   |                              |                   |                         |                         | Medical payments  | \$ 5,000     |
|                                   | <input checked="" type="checkbox"/> NON-OWNED AUTOS                            |   |                              |                   |                         |                         | Uninsured motorist combined                             | \$ 1,000,000 |
| A                                 | <input checked="" type="checkbox"/> UMBRELLA LIAB                              | <input checked="" type="checkbox"/> OCCUR |                              | ACP7102478791     | 01/01/2011              | 01/01/2012              | EACH OCCURRENCE   | \$           |
|                                   | <input type="checkbox"/> EXCESS LIAB   | <input type="checkbox"/> CLAIMS-MADE      |                              |                   |                         |                         | AGGREGATE   | \$           |
|                                   |  |   |                              |                   |                         |                         | Each Occurrence   | \$ 5,000,000 |
|                                   |  |   |                              |                   |                         |                         | Aggregate   | \$ 5,000,000 |
| D                                 | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  |   |                              | BNA3621008        | 12/31/2010              | 12/31/2011              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER        |
|                                   | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    | Y/N                                       | N/A                          |                   |                         |                         | E.L EACH ACCIDENT                                       | \$ 1,000,000 |
|                                   | If yes, describe under DESCRIPTION OF OPERATIONS below                         |   |                              |                   |                         |                         | E.L DISEASE - EA EMPLOYEE                               | \$ 1,000,000 |
|                                   |  |   |                              |                   |                         |                         | E.L DISEASE - POLICY LIMIT                              | \$ 1,000,000 |
| C                                 | Professional Liability   |   |                              | 105213717         | 01/01/2011              | 01/01/2012              | Each Wrongful Act                                       | \$1,000,000  |
|                                   |  |   |                              |                   |                         |                         | Total Limit of Insurance                                | \$1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is listed as additional insured. Coverage for work done by insured for Palm Beach County.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>Palm Beach County ISS<br>Penny Anderson<br>301 N. Olive Avenue<br>8th Floor<br>West Palm Beach, FL 33401 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | <b>AUTHORIZED REPRESENTATIVE</b><br>Matthew Weiss/LAUER <i>Matthew Weiss</i>  |

## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and BAE Systems, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 54-1168311.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for planimetric and digital orthophotography mapping goods and services as required for the COUNTY'S Geographic Information System (GIS).

Upon request of the COUNTY'S representative, the CONSULTANT will provide the COUNTY with a written firm price proposal and schedule for each proposed Task Order. The CONSULTANT is aware that the COUNTY has entered into contracts with other firms for similar services and that the COUNTY may request proposals from others for each proposed Task Order, or may negotiate individual Task Orders directly with any of the potential suppliers without requesting competing proposals from the CONSULTANT. The CONSULTANT has not been guaranteed any minimum amount of work under this Contract and the COUNTY will award Task Orders as are determined, in the sole judgement of the COUNTY, to be in its best interest.

Task Orders will be in substantially the form of EXHIBIT A, describe the work to be performed, the schedule for performance, and the firm fixed price based on other costs used to determine the final price of the Task Order, with a "Not to exceed" amount.

Task Orders of less than \$100,000 will be authorized by the County Administrator or his designee. Task Orders of \$100,000 or more will require approval by the Board of County Commissioners.

The COUNTY'S representative/liason during the performance of this Contract shall be Kelly Ratchinsky, Countywide GIS Coordinator, telephone no. 561-355-3958.

The CONSULTANT'S representative/liason during the performance of this Contract shall be Andy Pickford, Regional Manager, telephone no. 856-793-4316.

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on December 20, 2011 and complete all services by December 19, 2013. The COUNTY may, at its option, extend the Contract for up to three (3)

additional one (1) year periods, upon written notice to the CONSULTANT. No Task Orders may be issued following expiration of the Contract and all open Task Orders shall be completed in accordance with their applicable schedules.

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The COUNTY will issue Task Orders for specific projects under this Contract. The CONSULTANT shall submit a proposal for each Task Order to include all services and materials. The CONSULTANT shall notify the COUNTY'S representative in writing when 90% of the amount has been reached. The remaining 10% will be rendered upon receipt of the final deliverables outlined in the Task Order. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, for services rendered toward the completion of the Task Order. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

## **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

## **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a

particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The CONSULTANT proposes 15% SBE/MWBE participation.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations

with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance

must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

**Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Penny L. Anderson  
301 N. Olive Avenue, 8<sup>th</sup> Floor  
West Palm Beach, FL 33401

- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 11 - INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may

undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense

shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

## **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kelly Ratchinsky, Countywide GIS Coordinator  
301 N. Olive Avenue, 8<sup>th</sup> Floor  
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Andy Pickford, Regional Manager  
BAE Systems, Inc.  
124 Gaither Drive  
Mt. Laurel, NJ 08054

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

----- Remainder of page left blank intentionally -----

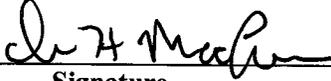
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

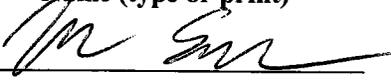
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairperson

WITNESS:  
  
Signature

Ian H. MacLaren  
Name (type or print)

  
Signature

Mark Safran  
Name (type or print)

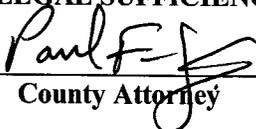
CONSULTANT:  
BAE Systems, Inc.  
  
Signature

Didi Rufer  
Typed Name

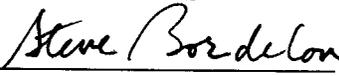
Contracts Manager  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By   
Department Director

**EXHIBIT "A"**

**TASK ORDER**

TASK ORDER # \_\_\_\_\_ CONSULTANT \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ CONTRACT \_\_\_\_\_

COUNTY PROJECT MANAGER **Kelly Ratchinsky** PHONE **355-3958**

PROJECT NAME \_\_\_\_\_

LOCATION \_\_\_\_\_

TASK DESCRIPTION \_\_\_\_\_

DELIVERABLES +/- \_\_\_\_\_ DUE DATE \_\_\_\_\_

TASK ORDER TYPE **Lump Sum** RETAINAGE **10%**

TOTAL AMOUNT \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_  
Signature

CONSULTANT \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name/Title:

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO  
TERMS AND CONDITIONS

\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
ISS DEPARTMENT DIRECTOR



# CERTIFICATE OF LIABILITY INSURANCE

10/31/2012 DATE (MM/DD/YYYY) 11/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b> Lockton Companies, LLC-A DC<br>1110 Vermont Ave. NW, Suite 700<br>Washington DC 20005<br>(202) 414-2400 | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b> _____ <b>FAX (A/C. No.):</b> _____<br><b>E-MAIL ADDRESS:</b> _____   |                               |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
|---|---|-------------------------------|--|--------|--|--|--|---|--|-------|--|--|-------|-------------|--|--|-------------|--|--|-------------|--|--|
|   | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER B : Indemnity Insurance Co of North America</td> <td></td> <td>43575</td> </tr> <tr> <td>INSURER C : Allianz Global Risks US Insurance Co</td> <td></td> <td>35300</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : ACE American Insurance Company |  |  | INSURER B : Indemnity Insurance Co of North America |  | 43575 | INSURER C : Allianz Global Risks US Insurance Co |  | 35300 | INSURER D : |  |  | INSURER E : |  |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE   |   | NAIC #                        |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER A : ACE American Insurance Company  |   |                               |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER B : Indemnity Insurance Co of North America   |   | 43575                         |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER C : Allianz Global Risks US Insurance Co  |   | 35300                         |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER D :   |   |                               |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER E :   |   |                               |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER F :   |   |                               |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| <b>INSURED</b> 1064666 BAE Systems<br>124 Gaither Drive<br>Suite #100<br>Mt. Laurel NJ 08054                            | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER B : Indemnity Insurance Co of North America</td> <td></td> <td>43575</td> </tr> <tr> <td>INSURER C : Allianz Global Risks US Insurance Co</td> <td></td> <td>35300</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : ACE American Insurance Company |  |  | INSURER B : Indemnity Insurance Co of North America |  | 43575 | INSURER C : Allianz Global Risks US Insurance Co |  | 35300 | INSURER D : |  |  | INSURER E : |  |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE   |   | NAIC #                        |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER A : ACE American Insurance Company  |   |                               |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER B : Indemnity Insurance Co of North America   |   | 43575                         |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER C : Allianz Global Risks US Insurance Co  |   | 35300                         |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER D :   |   |                               |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER E :   |   |                               |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |
| INSURER F :   |   |                               |  |        |  |  |  |   |  |       |  |  |       |             |  |  |             |  |  |             |  |  |

**COVERAGES** BAESY01 J5 **CERTIFICATE NUMBER:** 11519949 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR    | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS  |
|-------------|---|-----------|----------|---|--|--|---|
| C           | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y         | Y        | CGL 2003460   | 10/31/2011                             | 10/31/2012                             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 8,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| A           | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   | N         | N        | ISAH08691174  | 10/31/2011                             | 10/31/2012                             | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
|             | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |           |          | NOT APPLICABLE  |  |  | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX   |
| B<br>A<br>A | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | WLRC46482517(AOS)<br>WLRC46482529 (CA, MA Only)<br>SCFC46482530 (WI Only) | 10/31/2011<br>10/31/2011<br>10/31/2011 | 10/31/2012<br>10/31/2012<br>10/31/2012 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Provide Planimetric and Digital Ortho Photography Mapping Services. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as Additional Insured with respects to the General Liability policy per written contract with the named Insured. Waiver of Subrogation applies to the General Liability policy.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br><b>11519949</b><br>Palm Beach County<br>ISS/Countywide GIS<br>Attn: Penny Anderson<br>301 N. Olive Ave., 8th Floor<br>West Palm Beach FL 33401 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br> |
|---|--|



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |               |
|---|--|--|---------------|
| <b>PRODUCER</b><br>Aon Risk Services Central, Inc.<br>Southfield MI Office<br>3000 Town Center<br>Suite 3000<br>Southfield MI 48075 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390 |  |               |
|   | <b>E-MAIL ADDRESS:</b>   |  |               |
| <b>INSURED</b><br>BAE SYSTEMS, Inc.<br>BAE Systems Information Solutions Inc<br>124 Gaither Drive/Suite #100<br>Mt. Laurel NJ 08054 USA | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b> |
|   | INSURER A: Allianz Global Corporate & Specialty AG   |  | 0626FI        |
|   | INSURER B:   |  |               |
|   | INSURER C:   |  |               |
|   | INSURER D:   |  |               |
|   | INSURER E:   |  |               |
| INSURER F:  |  |  |               |

**COVERAGES**      **CERTIFICATE NUMBER:** 570044463315      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|------------|---------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b><br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |            |               |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG |
|          | <b>AUTOMOBILE LIABILITY</b><br>ANY AUTO<br>ALL OWNED AUTOS<br>HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS  |           |            |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                              |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION   |           |            |               |                         |                         | EACH OCCURRENCE<br>AGGREGATE   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N<br>N/A |               |                         |                         | WC STATU-TORY LIMITS    OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT  |
| A        | E&O-ProfLiabPri  |           |            | WS1100415     | 10/31/2011              | 10/31/2012              | Each Loss/Agg.      \$2,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>Palm Beach County<br>ISS/Countywide GIS<br>Attn: Penny Anderson<br>301 N. Olive Ave., 8th Floor<br>West Palm Beach FL 33401 USA | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Aon Risk Services Central, Inc.</i> |
|--|--|

Holder Identifier :

Certificate No : 570044463315

INTELLIGENCE & SECURITY

**BAE SYSTEMS**

## Memorandum

**To:** Gertrude "Didi" Rufer

**Date:** 6/1/11

**From:** Wells Peck  
Manager of Contracts  
Intelligence & Security

**Subject:** Signature Authorization

**Ref:** BAE Systems Management Policy 216, Signature Authority – Contractual Obligations

Pursuant to BAE Systems Management Policy 216, **Gertrude "Didi" Rufer** is hereby delegated signature authority for the **BAE Systems Intelligence & Security Sector (I&S)** within BAE Systems Inc, effective June 1, 2011. This signature/commitment authority is for transactions up to the following amount: **\$100,000,000**.

This delegation authorizes the above individual to execute on behalf of I&S all contracts, subcontracts, proposals, task/delivery orders, memoranda of agreements/understanding and other contractual documents binding and committing any BAE Systems legal entity (including, but not limited to, BAE Systems Information Solutions Inc. and BAE Systems National Security Solutions Inc.) managed by the Intelligence & Security Sector. This delegation does not authorize the above individual to act outside the scope of Sector policies/procedures/practices, BAE Systems, Inc. and BAE Systems PLC policies and procedures, and international, federal, state and local laws and regulations. The delegated individual is responsible for insuring compliance with all applicable policies, procedures, laws and regulations.

This delegation of signature authority assumes that all internal reviews and approvals have occurred and are documented.

**This delegation of authority may not be further delegated by the above individual.**

    //Wells Peck//    

Wells Peck  
Manager of Contracts  
Intelligence & Security

## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Woolpert, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 20-1391406.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for planimetric and digital orthophotography mapping goods and services as required for the COUNTY'S Geographic Information System (GIS).

Upon request of the COUNTY'S representative, the CONSULTANT will provide the COUNTY with a written firm price proposal and schedule for each proposed Task Order. The CONSULTANT is aware that the COUNTY has entered into contracts with other firms for similar services and that the COUNTY may request proposals from others for each proposed Task Order, or may negotiate individual Task Orders directly with any of the potential suppliers without requesting competing proposals from the CONSULTANT. The CONSULTANT has not been guaranteed any minimum amount of work under this Contract and the COUNTY will award Task Orders as are determined, in the sole judgement of the COUNTY, to be in its best interest.

Task Orders will be in substantially the form of EXHIBIT A, describe the work to be performed, the schedule for performance, and the firm fixed price based on other costs used to determine the final price of the Task Order, with a "Not to exceed" amount.

Task Orders of less than \$100,000 will be authorized by the County Administrator or his designee. Task Orders of \$100,000 or more will require approval by the Board of County Commissioners.

The COUNTY'S representative/liaison during the performance of this Contract shall be Kelly Ratchinsky, Countywide GIS Coordinator, telephone no. 561-355-3958.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be John Cestnick, Project Manager, Senior Associate, telephone no. 305-418-9370, ext. 4106.

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on December 20, 2011 and complete all services by December 19, 2013. The COUNTY may, at its option, extend the Contract for up to three (3)

additional one (1) year periods, upon written notice to the CONSULTANT. No Task Orders may be issued following expiration of the Contract and all open Task Orders shall be completed in accordance with their applicable schedules.

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The COUNTY will issue Task Orders for specific projects under this Contract. The CONSULTANT shall submit a proposal for each Task Order to include all services and materials. The CONSULTANT shall notify the COUNTY'S representative in writing when 90% of the amount has been reached. The remaining 10% will be rendered upon receipt of the final deliverables outlined in the Task Order. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, for services rendered toward the completion of the Task Order. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment in excess of 45 days will be subject to interest as provided for in the Florida Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to

the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed in accordance with that standard of care ordinarily exercised by members of the same profession currently practicing under similar circumstances.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The CONSULTANT proposes 16% SBE/MWBE participation.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

## **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

## **ARTICLE 10 - INSURANCE**

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

**Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

F. **Waiver of Subrogation** Except as prohibited by law or provided herein, CONSULTANT and its insurers shall waive any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Penny L. Anderson  
301 N. Olive Avenue, 8<sup>th</sup> Floor  
West Palm Beach, FL 33401

H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 11 - INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including reasonable defense attorney's fees and costs, whether at trial or appellate levels or otherwise, to the extent caused by the negligence or willful misconduct of CONSULTANT.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may

undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense

shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 -2-440, as amended.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 – SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law. The Parties agree to request that any court that held such provision to be invalid or unenforceable revise and restate the provision to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

## **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kelly Ratchinsky, Countywide GIS Coordinator  
301 N. Olive Avenue, 8<sup>th</sup> Floor West Palm  
Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Thomas K. Murphy, Vice President  
Woolpert, Inc.  
10900 NW 25<sup>th</sup> Street, Suite 100  
Miami, FL 33172  
[Tom.Murphy@woolpert.com](mailto:Tom.Murphy@woolpert.com)

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Remainder of page left blank intentionally

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairperson

WITNESS:  
  
Signature

ANDRES ARVELO  
Name (type or print)

  
Signature

Joann Johnson  
Name (type or print)

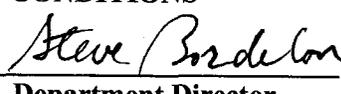
CONSULTANT:  
Woolpert, Inc.  
  
Signature

R. Kent Veech, PE  
Typed Name

Associate  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
By   
County Attorney

(corp. seal)

APPROVED AS TO TERMS  
AND CONDITIONS  
By   
Department Director

**EXHIBIT "A"**

**TASK ORDER**

TASK ORDER # \_\_\_\_\_ CONSULTANT \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ CONTRACT \_\_\_\_\_

COUNTY PROJECT MANAGER **Kelly Ratchinsky** PHONE **355-3958**

PROJECT NAME \_\_\_\_\_

LOCATION \_\_\_\_\_

TASK DESCRIPTION \_\_\_\_\_

DELIVERABLES +/- \_\_\_\_\_ DUE DATE \_\_\_\_\_

TASK ORDER TYPE **Lump Sum** RETAINAGE **10%**

TOTAL AMOUNT \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_  
Signature

CONSULTANT \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name/Title:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO  
TERMS AND CONDITIONS

\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
ISS DEPARTMENT DIRECTOR



woolpert  
**CORPORATE SEAL**

Woolpert was organized under the laws of the State of Ohio, which do not require a seal for the creation of a corporation. As a result, Woolpert does not have a corporate seal.

**ACTION BY WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
WOOLPERT, INC.**

Pursuant to the authority of Section 1701.54 of the Ohio Revised Code, the undersigned being all the members of the Board of Directors of the Corporation, do hereby take the following actions and adopt the resolutions set forth herein, with an effective date as of the 1st day of February, 2011.

RESOLVED, that each employee listed below is hereby granted authority to sign contracts on behalf of the Corporation for projects to be performed within the service line his or her name is listed beneath, up to the limits set opposite his or her respective name:

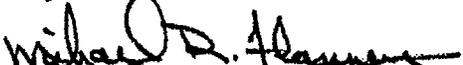
| <b>Design Services</b>      | <b>Limit</b>     |
|-----------------------------|------------------|
| Michael A. Avellano         | \$500,000        |
| Douglas W. Betz             | No Limit         |
| Kenneth L. Bullock          | No Limit         |
| David M. Dillow             | \$500,000        |
| William L. Dougherty        | \$500,000        |
| Robert J. Kuederle          | No Limit         |
| Thomas F. Mochty            | No Limit         |
| Christopher C. Perry        | \$500,000        |
| David S. Rickard            | No Limit         |
| Ramasēka Shanmugam (Shekar) | \$500,000        |
| Michael J. Stanoikovich     | No Limit         |
| David J. Ziegman            | No Limit         |
| <br><b>Geospatial</b>       | <br><b>Limit</b> |
| Robert F. Brinkman          | No Limit         |
| Eric L. Cole                | \$500,000        |
| William P. Finke            | \$50,000         |
| Natasha M. Hartley          | \$250,000        |
| Darius D. Hensley           | \$500,000        |
| Michael D. Heimback         | \$500,000        |
| Layton A. Hobbs             | No Limit         |
| Jeffrey S. Lovin            | No Limit         |
| Thomas A. Mahon             | \$250,000        |
| Thomas F. Mochty            | No Limit         |
| James C. Ogier (Chris)      | \$500,000        |
| Stephen P. Phipps           | No Limit         |
| J. Gregory Roux (Greg)      | \$500,000        |
| Matthew H. Schrader         | No Limit         |

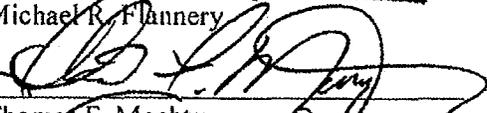
| <b>Infrastructure Management</b> | <b>Limit</b> |
|----------------------------------|--------------|
| Thomas M. Brankamp               | \$1,000,000  |
| Scott P. Cattran                 | No Limit     |
| Bryan W. Dickerson               | \$2,000,000  |
| Kendall F. Holbrook (Flint)      | No Limit     |
| Mark M. Kollitz                  | \$2,000,000  |
| John M. Przybyla                 | No Limit     |
| Joseph K. Robinson               | \$500,000    |
| Dudley C. Smith (Chip)           | \$1,000,000  |
| William E. Spearman              | \$2,000,000  |
| → Robert K. Veech (Kent)         | \$1,000,000  |
| Joseph K. McClurkin (Kirk)       | \$1,000,000  |
| Brian T. Bates                   | \$1,000,000  |
|                                  |              |
| <b>Administration</b>            | <b>Limit</b> |
| Rex W. Cowden                    | No Limit     |
| Michael R. Flannery              | No Limit     |
| Paul A. Grodecki                 | \$500,000    |
| Mark W. Haberstroh               | No Limit     |
| Joshua T. Heid                   | \$500,000    |
| Brigitte C. Prosch               | \$500,000    |
| Gary L. Stewart                  | No Limit     |

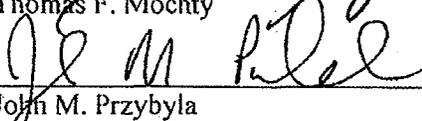
RESOLVED, that the authority above replaces authority previously granted prior to the date written above.

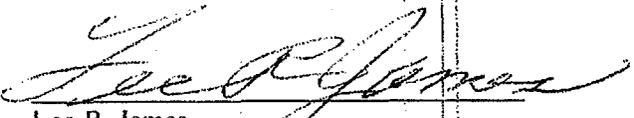
FURTHER RESOLVED, that Michael R. Flannery, as President of the Corporation, is hereby authorized to designate in writing any employee of the Corporation to execute any contract on behalf of the Corporation. This authority does not include the right to sign checks or borrow money on behalf of the Corporation.

  
 \_\_\_\_\_  
 Gary L. Stewart

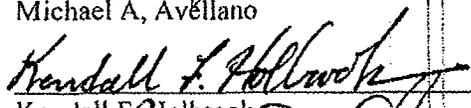
  
 \_\_\_\_\_  
 Michael R. Flannery

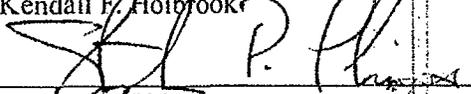
  
 \_\_\_\_\_  
 Thomas F. Mochty

  
 \_\_\_\_\_  
 John M. Przybyla

  
 \_\_\_\_\_  
 Lee R. James

  
 \_\_\_\_\_  
 Michael A. Avellano

  
 \_\_\_\_\_  
 Kendall F. Holbrook

  
 \_\_\_\_\_  
 Stephen P. Phipps



# CERTIFICATE OF LIABILITY INSURANCE

OP ID SHCL  
WOOLP-1

DATE (MM/DD/YYYY)  
04/04/11

| <b>PRODUCER</b><br>Nichols Rogers Knipper<br>533 E First St.<br>Dayton OH 45402<br>Phone: 937-222-4666 Fax: 937-222-0103 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.   |                             |  |        |            |                  |       |            |                       |       |            |  |  |            |  |  |            |  |  |
|--|---|-----------------------------|--|--------|------------|------------------|-------|------------|-----------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Woolpert Inc.<br>4454 Idea Center Blvd<br>Dayton OH 45430-1500   | <table border="1"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Westfield Ins Co</td> <td>24112</td> </tr> <tr> <td>INSURER B:</td> <td>Commerce and Industry</td> <td>19410</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table> | INSURERS AFFORDING COVERAGE |  | NAIC # | INSURER A: | Westfield Ins Co | 24112 | INSURER B: | Commerce and Industry | 19410 | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  |
| INSURERS AFFORDING COVERAGE  |   | NAIC #                      |  |        |            |                  |       |            |                       |       |            |  |  |            |  |  |            |  |  |
| INSURER A:   | Westfield Ins Co  | 24112                       |  |        |            |                  |       |            |                       |       |            |  |  |            |  |  |            |  |  |
| INSURER B:   | Commerce and Industry   | 19410                       |  |        |            |                  |       |            |                       |       |            |  |  |            |  |  |            |  |  |
| INSURER C:   |   |                             |  |        |            |                  |       |            |                       |       |            |  |  |            |  |  |            |  |  |
| INSURER D:   |   |                             |  |        |            |                  |       |            |                       |       |            |  |  |            |  |  |            |  |  |
| INSURER E:   |   |                             |  |        |            |                  |       |            |                       |       |            |  |  |            |  |  |            |  |  |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'LTR | INSRD | TYPE OF INSURANCE   | POLICY NUMBER                       | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |
|--------------|-------|---|-------------------------------------|------------------------------------|-------------------------------------|---|
| A            | X     | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab<br><input checked="" type="checkbox"/> XCU Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | CMM5108246                          | 12/31/10                           | 12/31/11                            | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
| A            |       | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | CMM5108246                          | 12/31/10                           | 12/31/11                            | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|              |       | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |                                     |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$   |
|              |       | EXCESS / UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br>RETENTION \$   |                                     |                                    |                                     | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$  |
| B            |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under SPECIAL PROVISIONS below<br>Y/N <input checked="" type="checkbox"/> N  | WC1610131<br>EXCL MONOPOLISTIC & CA | 12/31/10                           | 12/31/11                            | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br>OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000   |
|              |       | OTHER   |                                     |                                    |                                     |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Palm Beach County is additional insured for general liability as per written contract. All policies contain waiver of subrogation in favor of additional insured.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>PALMB-3<br>Palm Beach County<br>301 N. Olive Ave. 8th FL<br>West Palm Beach FL 33401 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br>Will [Signature] |
|---|---|

**CERTIFICATE OF INSURANCE**

09-28-2010

## Producer:

Ames & Gough, Inc.  
8300 Greensboro Drive, Suite 980  
McLean, VA 22102  
(703) 827-2277

LEXINGTON

100 SUMMER STREET, BOSTON, MASSACHUSETTS 02110

ARCHITECTS/ENGINEERS PROFESSIONAL AND  
POLLUTION INCIDENT LIABILITY

To: Palm Beach County  
301 N. Olive Avenue, 8th Floor  
West Palm Beach, FL 33401

As set forth below, the named insured has in force, on the date indicated, a policy of Architects/Engineers Professional And Pollution Incident Liability insurance with a limit of liability of not less than the amount indicated.

This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance, it does not alter, change, modify or extend the provisions of said policy and does not waive any rights thereunder.

## Name of Insured:

**WOOLPERT, INC.**

## Policy Period:

7/8/2010 TO 7/8/2011

## Address of Insured:

4454 IDEA CENTER BOULEVARD  
DAYTON, OH 45430-1500

## Limit Of Liability - Per Claim:

**\$1,000,000.00**

## Policy Number:

21456787

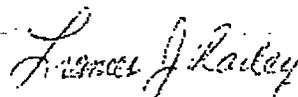
## Limit of Liability - Annual Aggregate:

**\$1,000,000.00**

## Insurance Company

LEXINGTON

AMES & GOUGH  
INSURANCE/RISK MANAGEMENT, INC.



Frances J. Railey, CPCU



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/7/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |  |                               |
|---|---|--|-------------------------------|
| <b>PRODUCER</b><br>Ames & Gough<br>8300 Greensboro Drive<br>Suite 980<br>McLean, VA 22102 | <b>CONTACT NAME:</b><br>PHONE (A/C No. Ext): (703) 827-2277 |  | FAX (A/C No.): (703) 827-2279 |
|   | <b>E-MAIL ADDRESS:</b>                                      |  |                               |
| <b>INSURED</b><br>Woolpert Inc.<br>4454 Idea Center Boulevard<br>Dayton OH 45430-1500     | <b>INSURER(S) AFFORDING COVERAGE</b>                        |  | <b>NAIC #</b>                 |
|   | INSURER A: Continental Casualty Company                     |  | 20443                         |
|   | INSURER B:  |  |                               |
|   | INSURER C:  |  |                               |
|   | INSURER D:  |  |                               |
|   | INSURER E:  |  |                               |

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |                  |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                       |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          |                  |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTIONS  |           |          |                  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |                  |                         |                         | <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A<br>WC STATUTORY LIMITS    OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |
| A        | <b>PROFESSIONAL LIABILITY</b>  |           |          | AER 28 835 50 72 | 7/8/2011                | 7/8/2012                | PER CLAIM 1,000,000<br>AGGREGATE 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101; Additional Remarks Schedule, if more space is required)

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| <b>CERTIFICATE HOLDER</b><br>Palm Beach County<br>301 N. Olive Avenue<br>8th Floor<br>West Palm Beach, FL 33401 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Frances Railey/BHARRI <i>Frances J Railey</i> |
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