

☒ Consent      ☐ Regular  
☐ Public Hearing      ☐ Workshop

**Department:** Information Systems Services  
**Submitted by:** Information Systems Services  
**Submitted for:** Information Systems Services

## **I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: fully executed Task Order #3 to Contract R2017-0762 with Surdex Corporation in the amount of \$90,900 for the 2019 Palm Beach Coastal Orthophotography Program.

**Summary:** Surdex Corporation provides geospatial services such as planimetric mapping, digital orthophotography, LiDAR processing and GPS survey in support of the County's Geographic Information System. Task Order #3 initiates a project to acquire aerial photography and orthoimagery production for 926 square miles, which includes the eastern portion of the County and 6" ground sample distance areas of the western portion of the County. On June 6, 2017, Surdex Corporation was awarded Contract R2017-0762 to perform the required professional services for upcoming geospatial projects as part of the Information Systems Services Countywide Geographic Information System Capital Project. The Board of County Commissioners authorized the County Administrator or designee to negotiate and execute a series of Task Orders of less than \$100,000 with Surdex Corporation. Countywide (DB)

**Background and Justification:** On April 25, 2017, Surdex Corporation was selected in accordance with the Consultant Competitive Negotiations Act (CCNA) to provide the County with Palm Beach County mapping, GPS survey and LiDAR processing services on a work task order basis.

**Attachments:**

1. Task Order #3 to R2017-0762 with Surdex Corporation (2 originals)
2. Copy of Agreement R2017-0762
3. Copy of First Amendment to R2017-0762

Recommended by:

~~Department Director~~

Date \_\_\_\_\_

Approved by:

Deputy County Administrator

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Capital Expenditures	\$90,900	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b><u>\$90,900</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$</u></b>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget Yes X No     

Does this item include the use of federal funds? Yes      No X

Budget Account Number: Fund 3901 Dept 491 Unit 1367 Object 6405

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

C. Department Fiscal Review:

Agree 11/14/19

## III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

11/14/19  
OFMB

11/19/19  
Contract Administration

B. Legal Sufficiency:

11/22/19  
Assistant County Attorney

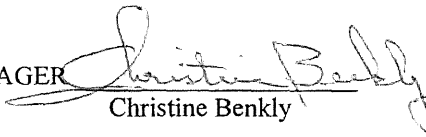
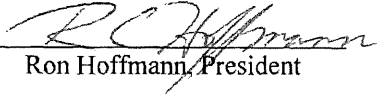
C. Other Department Review:

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


**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

TASK ORDER

TASK ORDER # 3  
ACCOUNT # 3901-4901-I330-6405  
COUNTY PROJECT MANAGER Christine Benkly  
PROJECT NAME Palm Beach County 2019 - 2020 6" Orthoimagery  
LOCATION Palm Beach County  
TASK DESCRIPTION Acquisition of aerial photography and orthoimagery production for 926 square miles. This includes the Eastern portion of the County and 6" gsd areas of the Western portion of the County.  
DELIVERABLES See attached proposal  
DUE DATE May 1, 2020  
TASK ORDER TYPE Lump Sum  
RETAINAGE 10%  
TOTAL AMOUNT \$90,900.00

PROJECT MANAGER  DATE 10/24/19  
Christine Benkly  
CONSULTANT  DATE 10/23/19  
Ron Hoffmann, President

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Archie Satchell, Chief Information Officer

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO  
TERMS AND CONDITIONS

  
\_\_\_\_\_  
CHIEF INFORMATION OFFICER

# Fee Schedule Task 3



## PALM BEACH COUNTY, FLORIDA

**Date:** October 12, 2019

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**To:** Christine Benkly – Palm Beach County

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**From:** Ed Turner, VP Business Development – Surdex Corporation

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**PROJECT NAME:** Palm Beach County 2019 - 2020 6" GSD Orthoimagery

**PROJECT LOCATION:** Acquisition of aerial photography and orthoimagery production for Palm Beach County, Florida

SERVICES	PRICE
Aerial acquisition of .5' aerial imagery and orthoimagery production for 926 square miles. This includes the Eastern portion of the County and 6" gsd areas in the Western portion of the County	\$90,900.00
Pricing includes acquisition, image processing, triangulation, DEM updates (if necessary), survey and reports required by the Sate of Florida.	

PROJECT TOTAL: \$90,900.00

### PROJECT SPECIFICATIONS AND DELIVERABLES

- All deliverables will meet Palm Beach County, State of Florida and USGS specifications.
- Coordinate System: Florida State Plane East
- HDatum: NAD 1983 HARN 1990
- Coordinate Units: US Foot
- Surdex will also extend the 6" GSD pricing for a 2021 and 2022 project.

# Scope of Services

## Palm Beach County, FL 2019-20 Orthophotography

Client Contact: Christine Benkly  
Email: cbenkly@pbcgov.org  
Phone: 561-233-5305

### Task 3

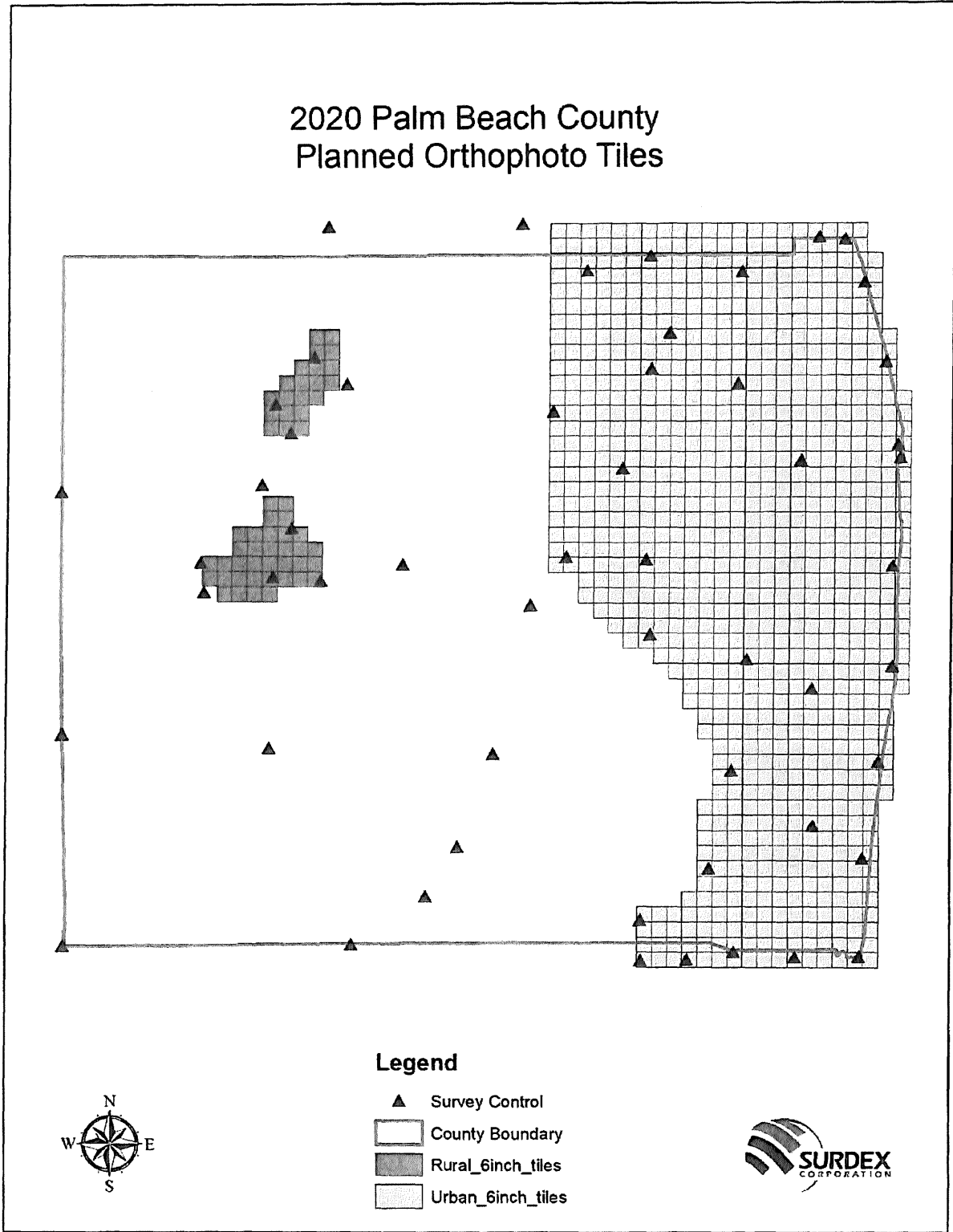
#### AERIAL PHOTOGRAPHY & ORTHORECTIFICATION

The project involves all tasks required for acquisition and production of 4-band digital orthophotos at a map scale of 1"=100' with 0.5' pixel over 926 sq. miles including the Eastern portion of the County and 50 sq. miles around Lake Okeechobee.

AERIAL PHOTOGRAPHY			
Collection Parameters			
Sensor	Leica ADS100	Clouds/Snow	None
GSD	0.5'	Ground Conditions	Flooding not permissible, rivers to be in their normal banks; standing water ok
Product	4-band	Season	Winter
Sidelap	30% (internal spec)	Flight speed restrictions	230 knots
Sun angle	30 degrees	Est. Flight lines	36
Baseline limitations	~80 miles, 1 SDX base unit per plane on all flights.	Est. online statute miles	6" 946
Buffer	~2 miles beyond tile index	Est. hours @ 230 knots	7.5
QA/QC			
Orthoimagery ready for SurCheck by 5/1/20			

#### DELIVERABLES

- Pre and post flightline and control location maps, tile index to client pre-flight.
- 4-band digital orthophotos for 0.5' resolution in world GeoTIFF format on hard drive.
- Color, either 3 band or 4 band orthophotos for each tile in 30X compressed MRSID GEN 3 format.
- A single MRSID GEN 3 of all 0.5' resolution of 2020 orthoimagery.
- One copy of the Digital Orthophotography Accuracy Report in digital format.
- Metadata incorporated into each TIFF World file for county only.
- FGDC Metadata XML for each tile for the DOR and State of Florida Accuracy Report.



R2017-0762

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of JUN 06 2017, 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 GeoSpatial Services including but not limited to planimetric mapping, digital orthophotography, GPS Survey, LiDAR processing, and other GeoSpatial tasks 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 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, ISS GIS Architect (561) 355-4252.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Steve Kasten, Project Manager, (636) 368-4400.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on May 15<sup>th</sup>, 2017 and complete all services by May 15<sup>th</sup>, 2019. 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 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 agrees to establish a 10% SBE participation throughout the life of this contract.

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 with the Palm Beach County Code 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  
 Kelly Ratchinsky  
 301 N Olive Ave, 8<sup>th</sup> floor  
 West Palm Beach, FL 33414  
 kratchinsky@pbcgov.org

- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for 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.

#### **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 a court of competent jurisdiction located in Palm Beach County, Florida. 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

#### **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, or genetic information.

CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

#### **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:

Information Systems Services  
Countywide GIS  
301 N Olive Ave, 8<sup>th</sup> Floor  
West Palm Beach, Florida 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:

Ed Turner  
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**

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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.

#### **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.

#### **ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)**

As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

#### **ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and

expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

#### **ARTICLE 32 – STANDARD OF CARE**

Consultant has, during the selection and negotiation process, which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of the level of skill; knowledge; experience and expertise of other professionals in CONSULTANT's area of practice. By executing this Contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill and ability as other professionals possessing the degree of skill, knowledge, experience and expertise without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANTS's best skill, efforts and judgment in furthering the interest of the COUNTY.

CONSUTLANT agrees to perform each assignment in the best, most efficient and economical manner consistent with the COUNTY's interests. Notwithstanding the foregoing, CONSULTANT does not

assume a fiduciary duty to the COUNTY nor any other duty other than the obligation that its services shall be performed in accordance with the foregoing professional standard of care.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Accessibility provisions of the Americans with Disabilities Act (ADA) shall be complied with and incorporated into the project.

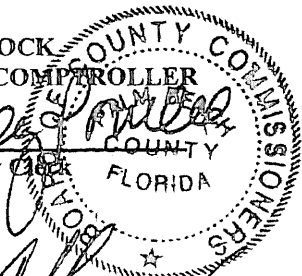
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

SHARON R. BOCK  
CLERK AND COMPTROLLER

By: [Signature]  
Deputy Clerk



PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By: [Signature]  
Mayor Paulette Burdick

WITNESS:

[Signature]  
Signature

Lorrie A. Thomas  
Name (type or print)

[Signature]  
Signature

Ed Turner  
Name (type or print)

CONSULTANT:

Surdex Corporation

[Signature]  
Signature

RONALD C. HOFFMANN  
Typed Name

PRESIDENT  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

(corp. seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Department Director

TASK ORDER

TASK ORDER #CONSULTANT

ACCOUNT #CONTRACT#

COUNTY PROJECT MANAGER Kelly RatchinskyPHONE 355-4252

PROJECT NAME

LOCATION

TASK DESCRIPTION

DELIVERABLES +/-DUE DATE

TASK ORDER TYPE Lump SumRETAINAGE 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

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

APPROVED AS TO  
TERMS AND CONDITIONS

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

R2019 0764

AMENDMENT NO. 1 TO CONTRACT FOR  
CONSULTING/PROFESSIONAL SERVICES

This AMENDMENT No. 1, dated JUN 04 2019, 2019 is to Contract R2017-0762 ("Contract") between Palm Beach County, a political subdivision of the State of Florida, by and through, its Board of Commissioners ("County") and Surdex Corporation, a corporation authorized to do business in the State of Florida, whose Federal I.D. is 43-0690641 ("Consultant"). Collectively, County and Consultant are referred to as the "Parties."

WHEREAS, on June 6, 2017, the Parties entered into the Contract, under which the CONSULTANT furnishes to the County professional/consultation services in the area of GeoSpatial Services including but not limited to planimetric mapping, digital orthophotography, GPS Survey, LiDAR processing and other GeoSpatial tasks; and

WHEREAS, the County wishes to exercise its first one-year renewal option to extend the Contract until May 15, 2020; and

WHEREAS, the Parties also wish to amend the Contract to update the County's contact representative.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Article 1, SERVICES, is hereby amended such that the COUNTY'S representative Kelly Ratchinsky, ISS GIS Architect, (561) 355-4252 is deleted and Christine Benkly, Countywide GIS Coordinator, (561) 233-5305 is substituted.
2. Pursuant to Article 2, SCHEDULE, the County has provided written notice to the Consultant of the County's desire to exercise its option to extend the Contract for an additional one (1) year period, until May 15, 2020. As such, the Parties agree and recognize that the County hereby extends the Contract accordingly.

Except as expressly modified in this Amendment No. 1, all the terms and conditions of the Contract remain in full force and effect.

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IN WITNESS WHEREOF, the County and Consultant have each caused this Amendment to be executed by its duly authorized officials as of the date first set forth above.

ATTEST

SHARON R. BOCK  
CLERK & COMPTROLLER

By: [Signature]  
Deputy Clerk

(SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

[Signature]  
County Attorney

R2019 0764  
PALM BEACH COUNTY JUN 04 2019  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Mack Bernard, Mayor

APPROVED AS TO TERMS  
AND CONDITIONS

[Signature]  
Archie Satchell, Chief Information Officer

SURDEX CORPORATION

By: [Signature]  
Signature  
RONALD E. HOFFMANN  
Printed Name  
CEO  
Title

Witness: [Signature]  
Signature  
MARK ZEMAN  
Printed Name  
Marketing MANAGER  
Title