SINGLE SOURCE AWARD **BID # SS-8230-20**

Subject: Mapping Stormwater Utility Service Area Impervious Surface – Individual Parcels

Department: Public Works Department

Description of Purchase:
Recommend approval of single source award to Pictometry International Corp. for the mapping of Stormwater Utility service area impervious surface defined on 25,772 individually identified parcels. The results will be used for calculating the billing of the 2020 Stormwater Utility City User Fees. Period of service is from date of award through September 30, 2020. Total estimated expenditure amount not to exceed $76,027.40.

Funding Source: 44101-156002-531090-000000-00000000-00000-000000; to be executed by purchase order.

Single Source Award To: Pictometry International Corp.

Price Justification: See attachment

Total Award: $76,027.40 **Requisition #:** N/A

Attachments: Agency Memo, Single Source Form, Supplier Quote, Email re: Single Source Confirmation

Certification as to Single Source: John Pappas, P.E., Director, Public Works

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: David Klages

For - Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Office of the Director
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8786
www.coj.net

ONE CITY. ONE JACKSONVILLE.

April 6, 2020

MEMORANDUM

TO: **Gregory W. Pease**

THRU: **John Pappas, P.E., Director** John Pappas

FROM: **Robert S. Campbell, Billing & Operations Manager** Robert S. Campbell

SUBJECT: **APPROVAL FOR SINGLE SOURCE AWARD OF PICTOMETRY INTERNATIONAL CORP. FOR MAPPING OF STORMWATER UTILITY SERVICE AREA IMPERVIOUS SURFACE DEFINED ON INDIVIDUALLY IDENTIFIED PARCELS**

The Public Works Stormwater Service Utility recommends approval to award mapping of Stormwater Utility service area impervious surface defined on approximately 25,700 individually identified parcels. Pictometry will use a list provided by Public Works using the most current imagery collected. The results are to be used for calculating the billing of the 2020 Stormwater Utility City User Fees.

Pictometry International Corp. performs the Aerial Flyover for the Duval Property Appraiser and, as a result, the vendor's access to the data gives them a huge price/cost advantage. Consequently, the price per parcel quoted by this vendor is 80% lower than a price per parcel a different vendor proposed to Public Works a year ago.

The recommendation is for Pictometry International Corp. to measure 25,772 identified parcels within the Stormwater Utility service area for the FY20 at $2.95 per parcel for $76,027.40 using the funding source Stormwater Service 44101.156002.531090.000000.00000000.00000.0000000

Your assistance in concurring with this recommendation would be appreciated. If you have questions or need additional information regarding this request, please contact Robert Campbell at 255-8512.

Attachments: Vendor Proposed Agreement
Single Source Request Form

cc: Ann Brackin, Public Works Contracts & Finance Manager
Dina Riddle, Public Works Financial & Administrative Manager

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Public Works Right-of-Way & Stormwater Maintenance

FUNDING SOURCE: Stormwater Service 44101 156002 531090 000000 00000000 00000 0000000 $76,027.40

BRIEF DESCRIPTION OF GOODS/SERVICES:

Planimetrics provided - mapping of Stormwater Utility service area impervious surface defined on individually identified parcels provided by Public Works using the most current imagery collected.

AMOUNT OF PROJECT (attach quote): $76,027.40

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Measured impervious area for approximately 25,700 parcels within the Stormwater Utility service area. (Attached Quote)

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Price quoted is $2.95 per parcel. The price is more than 80% lower than that of a fairly recent quote to update the Non-Residential Impervious Area coverage

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

There are two fairly recent quotes to perform the impervious area coverage analysis and the need for the analysis has been discussed with procurement.

Submitted by: John P. Pappas, P.E. — Director of Public Works

(Name) — **(Title)**

Date: 4/3/2020

Requesting Agency's Director's Signature:

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND DUVAL COUNTY, FL ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: Non-Standard Terms and Conditions
   Appendix 1: Photogrammetric Product Specifications

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
214 N. Hogan Street 10th Floor	25 Methodist Hill Drive
Jacksonville, FL 32202	Rochester, NY 14623
Attn: Robert Campell, Billing & Operations Manager	Attn: General Counsel
Phone: (904) 255-8512	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel,

energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	**PICTOMETRY**
DUVAL COUNTY, FL	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME:	**NAME:**
TITLE:	**TITLE:**
DATE:	**EXECUTION DATE:**
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A — PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C12855364

BILL TO	SHIP TO
Duval County, FL	Duval County, FL
Robert Campell, Billing & Operations Manager	Kathleen Collins, Director of Administration
214 N. Hogan Street 10th Floor Jacksonville, FL 32202	231 East Forsyth Street, Suite 270 Jacksonville, FL 32202
(904) 255-8512	(904) 630-2403
rcampbel@coj.net	kathleenc@coj.net

CUSTOMER ID	SALES REP
A116539	CDeca

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
25,772	Third Party Planimetrics	Planimetrics provided by third-party vendor Refer to attached Appendix for specifications. Applicable Terms and Conditions Order Form	$2.95		$76,027.40

Thank you for choosing Pictometry as your service provider.	TOTAL	$76,027.40

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Initial Shipment of Products	$76,027.40
Total Payments	**$76,027.40**

SECTION B NON-STANDARD TERMS AND CONDITIONS

1. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Florida in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

Background:

In 2019 Eagleview undertook a successful pilot to calculate Impervious Area across several test locations of Duval County, FL. Based on this initial test and evaluation with Duval County, EagleView has updated its classifications specification for the current proposal submitted here.

Statement of Work & Methodology:

Eagleview will perform mapping upon Duval County most recent existing 3in Standard imagery or better collected in 2019 and 2020 to identify surfaces as defined in the attached specification on individually identified parcels. These parcels have been provided to us by Duval County and have confirmed that there are approx. 25,700 parcels in total.

Map of Properties of Interest (POI's) as provided by Duval County.

Eagleview will use the existing county 3in standard orthomosaic imagery and customer provided parcel data as a reference source to digitize a standardized feature set. These features (described below) will enable EagleView to calculate the area of impervious area within a given property polygon.

The below table indicates the various physical features that will be mapped within the associated imagery. The secondary table indicates how the individual features will be combined within the parcel to calculate the total area of impervious surface.

Layers
Building
Concrete Pad
Other Paved Area
Patio
Paved Driveway
Paved Parking
Paved Road
Playground <--- ?
Sidewalk <--- ?
Tank
Tennis Court
Walkway
Unpaved Driveway
Unpaved Parking
Unpaved Road
Above Ground Pool
In Ground Pool
Covered Above Ground Pool
Covered In Ground Pool
Dock
Deck
Bridge <--- ?

		Included?
	Buildings	Yes
	Xtra Feats	Yes
	Unpaved	Yes
	Pools	No
	Decks/Docks	No
	Bridges	No

Deliverables & Pricing:

Customer shall receive a spreadsheet (CSV, Excel format) containing the Parcel ID Number with the associated identified feature and its total area within the parcel, as well as combined total area of calculated Impervious surface in sq ft within the parcel.

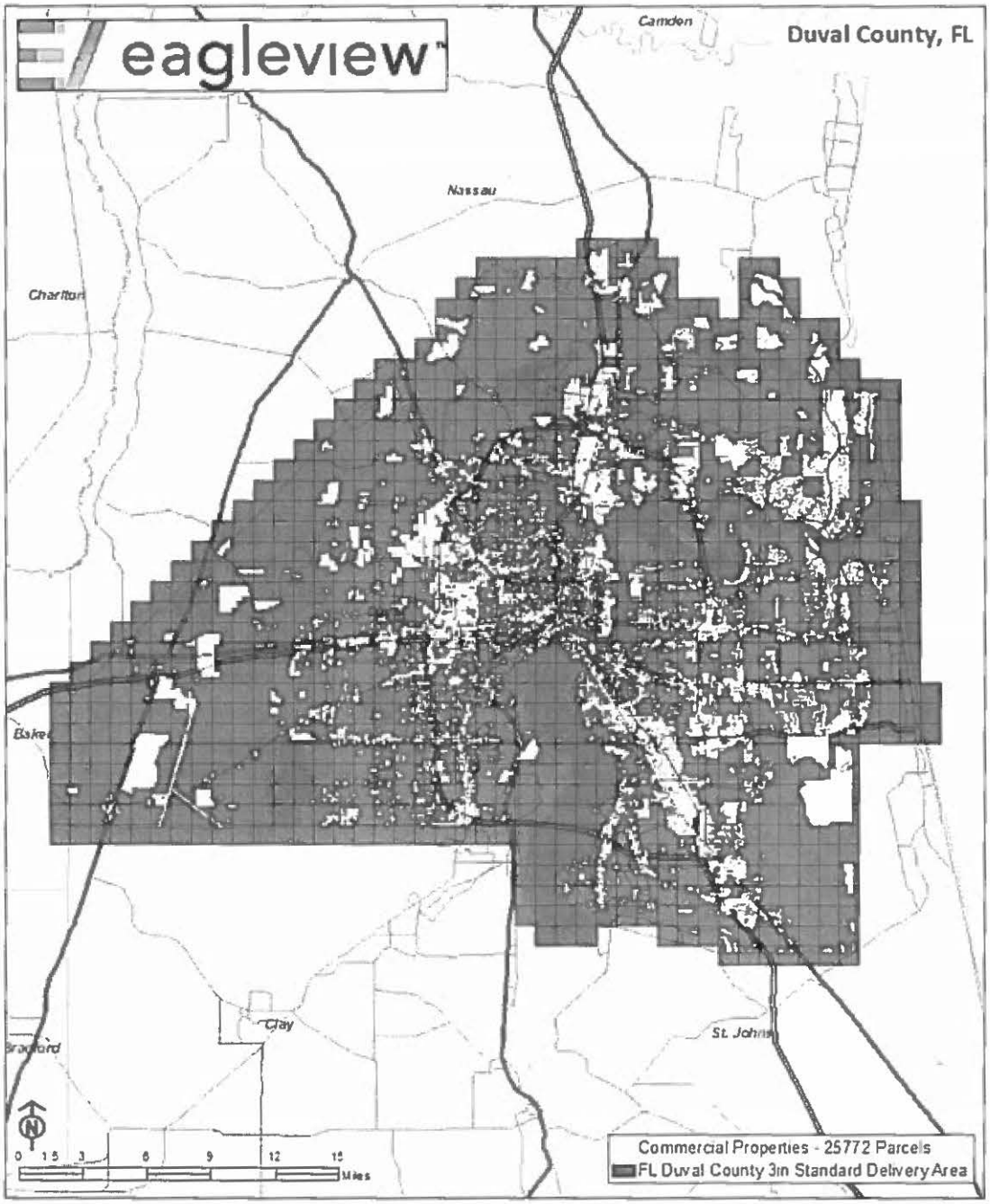
Eagleview will include a file geodatabase and/or shapefiles projected in customer specified projection containing dissolved feature class and/or shapefile representing a combination of each impervious surface classification within the property. This data set along with the corresponding customer imagery will provide the proof source used to generate the impervious area on a given property which can be used as a reference to represent the city during dispute resolution.

Additional Data Submission:

Allowance for an additional one time batch of properties polygons (amount not to exceed 300 in total) can be generated post delivery and not to exceed 60 days past delivery at the agreed upon list price.

Customer requires delivery of completed spreadsheet by July 15th, 2020

MAP(S)


eagleview
Duval County, FL
Camden
Nassau
Charlton
Baker
Clay
St. Johns
0 1.5 3 6 9 12 15
Miles
Commercial Properties - 25772 Parcels
FL Duval County 3in Standard Delivery Area

Klages, David

From: Campbell, Robert
Sent: Tuesday, April 14, 2020 3:33 PM
To: Pease, Gregory
Cc: Pearson, Daniel; Klages, David; Laidler, Marilyn; Pappas, John
Subject: RE: Please Provide Me a bid number for Below

Categories: TO DO LIST

Greg,

I spoke with both John Pappas and Bill Joyce. Both can confirm this is NOT CCNA type work.

Let me know if you have any additional questions.

Thanks,

Robert

From: Pease, Gregory <GPease@coj.net>
Sent: Tuesday, April 14, 2020 2:04 PM
To: Pappas, John <PAPPAS@coj.net>; Campbell, Robert <RCampbel@coj.net>
Cc: Pearson, Daniel <Pearson@coj.net>; Klages, David <DKlages@coj.net>; Laidler, Marilyn <MLaidler@coj.net>
Subject: Re: Please Provide Me a bid number for Below

Robert,

When we discussed this request, I may not have been clear there were "mapping" services involved or to what extent. This could be considered CCNA type work in which case we can't issue a single source award unless the value is below the formal threshold of 35K.

John or Robert, can you confirm whether or not this is CCNA type work according to F.S. 287.055?

Thanks,
Greg

Gregory W. Pease
Chief of Procurement
Finance and Administration Department
Procurement Division
City of Jacksonville
214 N. Hogan St.
Jacksonville, FL. 32202
Ph. 904.255.8801

On Apr 14, 2020, at 1:06 PM, Pearson, Daniel <Pearson@coj.net> wrote: