

PROJECT LOCATION

Miami-Dade County owned Airports: Miami International Airport (MIA), the County owned General Aviation Airports (GAA) – Kendall-Tamiami Executive Airport, Opa-locka Executive Airport, Homestead General Aviation Airport and Dade-Collier Training & Transition Airport – Opa-locka West

The GIS countywide coverage area consists of approximately 1200 square miles consisting of areas both inside and outside the Urban Development Boundary (UDB). Urban areas within the UDB are typically flown at a higher resolution and accuracy level than the area outside the UDB. However, it may be possible that services will be requested for other square miles within the boundaries of Miami-Dade County such as areas within Everglades National Park.

All data provided to MDAD must be compliant with the current Federal Aviation Administration (FAA) guidelines and be compatible with MDAD’s GIS database. All data provided to ETSD must be compatible with the County’s enterprise GIS database.

| | |
|----------------------------|--|
| AGREEMENT AMOUNT | \$7,166,250 |
| CONTRACT PERIOD | 1,460 Days / 4 years |
| OPTION TO EXTEND | None |
| DELEGATED AUTHORITY | The authority of the Mayor or designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authority includes exercising any termination provisions therein. |

BACKGROUND

Over the last twelve years Miami-Dade County has procured countywide aerial photography for multi-departmental use. The photography serves residents, businesses and increases the effectiveness of operations throughout the regional County. Over 400 layers of information are combined with the photography for use in processes such as the Comprehensive Development Master Plan, Landuse, Zoning, redistricting, resource allocation, social services, transportation, infrastructure, capital projects and others.

The photography is viewed by more than 500,000 views on a monthly basis through the County’s Address and Property Search sites. It is used to view changes in property detection resulting in more accurate assessments as well as in the post hurricane assessment and the Truth In Millage (TRIM) notice process. It also helps to identify non-permitted construction and property definition.

Examples of emergency management uses include flood assessment, evacuation routes, signage and signal head identification, damage assessment and restoration, evacuation of Persons with Special Needs and incident management.

In the area of Public Safety, up to date photography aids in the dispatch of 9-1-1 calls and assist our citizens through 3-1-1 services. The accuracy of the photography is used in court to uphold Sexual Predator / Offender legislation. Photography is used in fire vehicles and in the field to maintain hydrants. It aids in line-of-sight conditions and projections, emergency response and perimeters,

understanding the surrounding terrain and locating assets and threats that are important to effective action.

The Professional Services being requested in this agreement are essential to the County's system of airports as well as the support and maintenance of the County's Enterprise Geographic Information System. County operations, citizens and private sector businesses depend on this information and its quality.

SELECTION PROCESS

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County -- both of which govern certification, selection and negotiation procedures -- the Competitive Selection Committee held a first-tier meeting February 3, 2011, to review eight submittals and a second-tier meeting February 25, 2011, in which the four short-listed firms that submitted proposals were ranked as follows:

- 1) Aerial Cartographics of America, Inc.
- 2) Woolpert, Inc.
- 3) Kucera International, Inc.
- 4) Fugro Earthdata, Inc.

The top-ranked firm, Aerial Cartographics of America, Inc., was deemed to have met the qualification requirements and, on March 21, 2011, their name was submitted to the County Manager for further consideration for negotiations of an agreement.

The County Manager appointed a Negotiation Committee on March 23, 2011, and a satisfactory agreement was negotiated with Aerial Cartographics of America, Inc., on June 30, 2011.

| | |
|--------------------------------|---|
| COMMISSION DISTRICT | Various Districts |
| APPROVAL PATH | Board of County Commissioners |
| OCI A&E PROJECT NO. | E10-MDAD-03 |
| USING DEPARTMENTS | Miami-Dade Aviation Department Enterprise Technology Services Department |
| MANAGING DEPARTMENTS | Miami-Dade Aviation Department Enterprise Technology Services Department |

FISCAL IMPACT/FUNDING SOURCE

| | |
|---|--|
| OPERATIONS COST IMPACT/FUNDING | Miami-Dade Aviation Department - Operating Budget (50% of services) \$3,583,125 (includes Inspector General Fee) |
|---|--|

Enterprise Technology Services Department - 'Internal Service Funds' (50% of services) \$3,583,125 (includes Inspector General Fee)

| | |
|---|--|
| MAINTENANCE COST IMPACT/FUNDING | N/A |
| PTP FUNDING | No |
| GOB FUNDING | No |
| PROPOSALS RECEIVED | Eight (8) |
| CONTINGENCY PERIOD | 0 |
| IG FEE INCLUDED IN BASE CONTRACT | No |
| ART IN PUBLIC PLACES | No |
| BASE ESTIMATE | \$6,500,000.00 |
| BASE CONTRACT AMOUNT | \$6,500,000.00 |
| CONTINGENCY ALLOWANCE (Section 2-8.1 Miami-Dade County Code) | \$650,000.00 |
| TOTAL DEDICATED ALLOWANCE | \$16,250.00 Inspector General (IG) fee |
| TOTAL AGREEMENT AMOUNT | \$7,166, 250.00 (Includes IG Fee) |

TRACK RECORD/MONITORING

| | |
|---------------------------|---|
| FIRM | Aerial Cartographics of America, Inc. |
| COMPANY PRINCIPALS | Steven Greenman, CEO Michael J. Buoncore, Secretary/Treasurer James Humphrey, President |
| COMPANY LOCATION | 1722 West Oak Ridge Rd. Orlando, Florida 32809 |
| YEARS IN BUSINESS | 38 |

**PREVIOUS EXPERIENCE WITH
COUNTY PAST FIVE YEARS**

General Land & Engineering Surveying Services
(photogrammetric services)
Miami-Dade Public Works Department
Amount \$555,555
Contract Date March 24, 2010

CONSULTANT PERFORMANCE

Aerial Cartographics of America, Inc., has performed in an above satisfactory manner for both MDAD and the Public Works Department (PWD).

COMPLIANCE DATA

No violations on record.

REVIEW COMMITTEE

| <u>Meeting Date</u> | <u>Signoff Date</u> |
|---------------------|---------------------|
| 06/23/2010 | 06/23/2010 |

RESPONSIBLE WAGES

No

**REVIEW COMMITTEE
ASSIGNED CONTRACT
MEASURES**

No measures. Based on the "Sole Consultant" requirement, the only applicable measures are "set-aside" or "no measures," and the dollar value of this PSA precludes a set-aside. There are no options for a subconsultant goal as the prime will be providing the entire scope of work.

**MANDATORY
CLEARINGHOUSE**

N/A

CONTRACT MANAGER

Karen Delapenha

PROJECT MANAGER

Karen Delapenha

**APPROVED FOR
LEGAL SUFFICIENCY**

Yes



Deputy Mayor

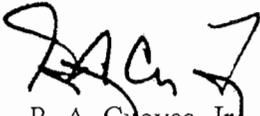


MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 4, 2011

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND AERIAL CARTOGRAPHICS OF AMERICA INC., FOR PHOTOGRAMMETRIC MAPPING AND LIGHT DETECTION AND RANGING (LiDAR) SERVICES, PROJECT NO. E10-MDAD-01; IN AN AMOUNT NOT TO EXCEED \$7,166,250; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby approves the Professional Services Agreement between Miami-Dade County and Aerial Cartographics of America, Inc. for Photogrammetric Mapping and Light Detection and Ranging (LiDAR) Services - Project No: E10-MDAD-01, in substantially the form attached hereto, in an amount not to exceed \$7,166,250, for a term of four (4) years; all as more particularly set forth in the accompanying memorandum from the County Mayor; this Board authorizes the County Mayor or County Mayor's designee to execute the same for and on behalf of the County, and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman
Bruno A. Barreiro
Esteban L. Bovo, Jr.
Sally A. Heyman
Jean Monestime
Rebeca Sosa
Xavier L. Suarez
Lynda Bell
Jose "Pepe" Diaz
Barbara J. Jordan
Dennis C. Moss
Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of October, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DMM

David M. Murray

Memorandum



Date: March 21, 2011

To: Alina T. Hudak
County Manager

Thru: George Navarrete
Director, OCI

George Navarrete 3/21/11

From: *For Faith Samuels*
Mike Ramos, A&E Consultant Selection Coordinator
Chairperson, Competitive Selection Committee

Subject: NEGOTIATION AUTHORIZATION
Miami Dade Aviation Department (MDAD)
Photogrammetric Mapping and Light Detection and Ranging (LiDAR) Services
OCI Project No. E10-MDAD-03

The Competitive Selection Committee (CSC) has completed the evaluation of proposals submitted in response to the above referenced OCI Project No. following the guidelines published in the Notice to Professional Consultants (NTPC).

OCI Project No.: E10-MDAD-03

Project Title: Photogrammetric Mapping and Light Detection and Ranging (LiDAR) Services

Scope of Services: The scope of work provides for professional mapping/surveying services to be performed for the ongoing need of photogrammetric/topographic/planimetric/LiDAR mapping for the Miami-Dade Aviation Department ("MDAD") of Miami International Airport ("MIA") and the five (5) County owned auxiliary airports which include Kendall-Tamiami Executive Airport, Opa Locka Executive Airport, Homestead General Aviation Airport and Dade Collier Training and Transition Airport, as well as, the coverage area of the County's enterprise Geographic Information System ("GIS") supported by the Enterprise Technology Services Department ("ETSD").

Project services to be performed at the following MDAD and ETSD locations:

MDAD Locations:

MIA and the five County owned auxiliary airports that include the Kendall - Tamiami Executive Airport, Opa-Locka Executive Airport, Opa-Locka West Airport, Dade Collier Training and Transition Airport, and Homestead General Aviation Airport.

ETSD Locations:

The main GIS coverage area consists of approximately 543 square miles inside the Urban Development Boundary (UDB) and 604 square miles outside the UDB. Services may be requested for other square miles within the boundaries of Miami-Dade County such as areas within Everglades National Park.

All data provided to MDAD must be compliant with the current Federal Aviation Administration (FAA) guidelines and be compatible with MDAD's GIS database. All data provided to ETSD must be compatible with the County's enterprise GIS database.

Term of contract: One (1) non-exclusive Professional Services Agreement (PSA) will be awarded under this solicitation. Subject PSA amount is \$6,500,000 and will be jointly utilized by both MDAD and ETSD. The effective term of the PSA is four (4) years, or until the monies are exhausted, whichever occurs first.

Review Committee: The Review Committee recommended, at its June 25, 2010 meeting, that Community Business Enterprise (CBE) goals not be applied.

Date of County Manager's approval to advertise/initiate: August 06, 2010.

Request to Advertise (RTA) Stamped by the Clerk of the Board: September 07, 2010.

Number of proposals received: Eight (8)

Name of Proposers: Please refer to the attached List of Respondents (LOR).

First-Tier Results: See attached First-Tier Final Ranking Report

Disparity Report: During the First Tier meeting, the disparity report identified disparities for all five CSC members, for different teams, and different criteria. Per Administrative Order 3-39, the Non-Voting Chairperson asked each CSC member individually if they wanted to change or maintain their scores. Such exercise was performed for each disparity identified in the report. CSC members Carlos Jose, Ileana Quintana, Luis Lacau, and Martha Guerra kept their scores as originally rendered based on their professional judgment. CSC member Daniel Edward decided to change his score for criterion 2A for proposer Zurwelle-Whittaker, Inc. See attached First Tier Disparity Report.

Second-Tier Results: See attached Second-Tier Final Ranking Report.

Disparity Report: During the Second Tier meeting, the disparity report identified disparities for CSC member Carlos Jose, for different teams, and different criteria. Per Administrative Order 3-39, the Non-Voting Chairperson asked CSC member Carlos Jose if he wanted to change or maintain his scores. Such exercise was performed for each disparity identified in the report. CSC member Carlos Jose decided to keep his scores based on his professional judgment. See attached Second Tier Disparity Report.

Rankings: The First and Second Tier evaluation process resulted in the same ranking for the first four proposers: #1 Aerial Cartographic of America, Inc., #2 Woolpert, Inc., #3 Kucera International, Inc., and #4 Fugro Earthdata, Inc. See attached First and Second Tier Ranking Reports.

Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, OCI hereby requests the following Negotiation Committee be approved by the County Manager, for the purpose of negotiating a non-exclusive professional service agreement with the top ranked firm, as listed below:

1. Carlos Jose, MDAD
2. Martha Guerra, ETSD
3. Luis Lacau, PWD

Request for authorization to enter negotiations:

Pursuant to the above captioned code, it is hereby requested that the County Manager approve the selection of the following consulting firms, in the following order of preference, for negotiations:

**RANKING OF RESPONDENTS
SELECTION FOR PSA NEGOTIATION
ONE (1) AGREEMENT with NO CBE GOALS**

1. Aerial Cartographics of America, Inc..

The following teams of firms are the alternates:

1. Woolpert, Inc.
2. Kucera International, Inc.

Pursuant to the Cone of Silence Legislation included in the Conflict of Interest and Code of Ethics Ordinance and Section 2-11.1 of the County Code, the County Mayor, or designee will report to the Board of County Commissioners any of the following instances:

- When negotiations do not commence, or other affirmative action is not taken, within thirty (30) days of the Selection Committee's recommendation.
- When the County Mayor or designee's recommendation to award or reject is not made within ninety (90) days from the date of the Selection recommendation.

If approved, the Negotiation Committee is to proceed with the agreement negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed agreement(s) ready to be presented to the County Commission for final approval to this office no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60-day period, a report is required to be prepared fully explaining all problems resulting from the negotiations, including a request for authorization to begin negotiations with the next scheduled alternate. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final agreement(s) and report should be sent to this office.

Authorization to negotiate is:


 Approved _____ Date 3/23/11
 Ysela Llort, Assistant County Manager

Not Approved _____ Date _____
 Ysela Llort, Assistant County Manager

Attachments:

1. List of Respondents

2. First-Tier Final Ranking Report
3. Second-Tier Final Ranking Report

c: Clerk of the Board of County Commissioners
Ysela Llori, Assistant County Manager
George Navarrete, Director, OCI
Jose Abreu, Director, MDAD
Luisa Millan, Chief, Professional Services Division, OCI
Competitive Selection Committee



**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

LIST OF RESPONDENTS AMENDED 11/01/2010

OCI Project Name: Photogrammetric Mapping and Light Detection and Ranging (LIDAR) Services
OCI Project No.: E10-MDAD-03
Measures: No Measure

Number of Agreements: 1
Contract Type: PROJECT SPECIFIC
Submittal Date: 10/08/2010

Submittal No: 1 **Prime Local Preference:** No
Prime Name: AEROQUEST OPTIMAL, INC. **FEIN No.:** 043831576
Trade Name:

| | | |
|------------------|-------------------|----------------------|
| Subs Name | Trade Name | Subs FEIN No. |
|------------------|-------------------|----------------------|

Submittal No: 2 **Prime Local Preference:** Yes
Prime Name: AERIAL CARTOGRAPHICS OF AMERICA, INC. **FEIN No.:** 450535502
Trade Name:

| | | |
|------------------|-------------------|----------------------|
| Subs Name | Trade Name | Subs FEIN No. |
|------------------|-------------------|----------------------|

Submittal No: 3 **Prime Local Preference:** No
Prime Name: FUGRO EARTHDATA, INC. **FEIN No.:** 521931066
Trade Name: EARTHDATA INTERNATIONAL, INC.

| | | |
|------------------|-------------------|----------------------|
| Subs Name | Trade Name | Subs FEIN No. |
|------------------|-------------------|----------------------|

Submittal No: 4 **Prime Local Preference:** No
Prime Name: KUCERA INTERNATIONAL, INC. **FEIN No.:** 340808463
Trade Name:

| | | |
|------------------|-------------------|----------------------|
| Subs Name | Trade Name | Subs FEIN No. |
|------------------|-------------------|----------------------|

Submittal No: 5 **Prime Local Preference:** No
Prime Name: THE SANBORN MAP COMPANY, INC. **FEIN No.:** 133980333
Trade Name:

| | | |
|------------------|-------------------|----------------------|
| Subs Name | Trade Name | Subs FEIN No. |
|------------------|-------------------|----------------------|



MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

LIST OF RESPONDENTS AMENDED 11/01/2010

OCI Project No.: E10-MDAD-03

Measures: No Measure

Number of Agreements: 1

Contract Type: PROJECT SPECIFIC

Submittal Date: 10/08/2010

Submittal No: 6

Prime Name: J BONFILL AND ASSOCIATES INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 650133546

Subs Name

Trade Name

Subs FEIN No.

Submittal No: 7

Prime Name: ZURWELLE - WHITTAKER, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 590519990

Subs Name

Trade Name

Subs FEIN No.

Submittal No: 8

Prime Name: WOOLPERT, INC.

Trade Name:

Prime Local Preference: Yes

FEIN No.: 201391406

Subs Name

Trade Name

Subs FEIN No.

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**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

FIRST TIER RANKING REPORT

OCI Project Name: Photogrammetric Mapping and Light Detection and Ranging (LiDAR) Services

OCI Project No: E10-MDAD-03

Measures: No Measure

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 10/08/2010

Meeting Date: 02/09/2011

| | Cr. 1A Points (Max. 50) | Cr. 2A Points (Max. 20) | Cr. 3A Points (Max. 20) | Cr. 4A Points (Max. 5) | Cr. 5A Points (Max. 5) | Total Points | |
|--|-------------------------------|-------------------------------|-------------------------------|------------------------------|------------------------------|-----------------|---------------------------|
| EDWARDS, DANIEL | | | | | | | |
| AEROQUEST OPTIMAL, INC. | 49 | 19 | 18 | 5 | 3 | 94 | <i>94 - highest score</i> |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. (LP) | 50 | 20 | 19 | 3 | 5 | 97 | |
| FUGRO EARTHDATA, INC. | 50 | 20 | 19 | 5 | 3 | 97 | |
| KUCERA INTERNATIONAL, INC. | 50 | 20 | 19 | 4 | 4 | 97 | |
| THE SANBORN MAP COMPANY, INC. | 48 | 19 | 20 | 4 | 2 | 93 | |
| J BONFILL AND ASSOCIATES INC. (LP) | 48 | 15 | 15 | 3 | 5 | 86 | |
| ZURWELLE - WHITTAKER, INC. (LP) | 45 | 17 | 15 | 5 | 5 | 87 | |
| WOOLPERT, INC. (LP) | 50 | 20 | 19 | 5 | 5 | 99 | <i>99 - highest score</i> |
| GUERRA, MARTHA | | | | | | | |
| AEROQUEST OPTIMAL, INC. | 44 | 14 | 18 | 5 | 2 | 83 | <i>84 - highest score</i> |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. (LP) | 49 | 19 | 19 | 2 | 5 | 94 | |
| FUGRO EARTHDATA, INC. | 44 | 14 | 18 | 5 | 3 | 84 | |
| KUCERA INTERNATIONAL, INC. | 46 | 16 | 20 | 4 | 5 | 91 | |
| THE SANBORN MAP COMPANY, INC. | 46 | 16 | 18 | 3 | 1 | 84 | |
| J BONFILL AND ASSOCIATES INC. (LP) | 35 | 10 | 18 | 1 | 3 | 67 | |
| ZURWELLE - WHITTAKER, INC. (LP) | 34 | 9 | 18 | 5 | 4 | 60 | |
| WOOLPERT, INC. (LP) | 49 | 19 | 18 | 5 | 5 | 96 | |
| JOSE, CARLOS | | | | | | | |
| AEROQUEST OPTIMAL, INC. | 40 | 15 | 15 | 5 | 5 | 80 | <i>83 - highest score</i> |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. (LP) | 50 | 20 | 20 | 5 | 5 | 100 | |
| FUGRO EARTHDATA, INC. | 42 | 16 | 15 | 5 | 5 | 83 | |
| KUCERA INTERNATIONAL, INC. | 38 | 15 | 15 | 5 | 5 | 78 | |
| THE SANBORN MAP COMPANY, INC. | 42 | 15 | 10 | 5 | 5 | 77 | |
| J BONFILL AND ASSOCIATES INC. (LP) | 40 | 15 | 10 | 5 | 5 | 75 | |

First Tier Ranking Report for each Selection Committee Member and Prime Firm



**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

FIRST TIER RANKING REPORT

OCI Project No: E10-MDAD-03
 Measures: No Measure
 Number of Agreements: 1
 Project Type: PROJECT SPECIFIC
 Submit Date: 10/08/2010
 Meeting Date: 02/03/2011

**Total
Points**

Cr. 1A Cr. 2A Cr. 3A Cr. 4A Cr. 5A
 Points Points Points Points Points
 (Max. 50)(Max. 20)(Max. 20)(Max. 5) (Max. 5)

JOSE, CARLOS

| | | | | | | | |
|----------------------------|------|----|----|----|---|---|----|
| ZURWELLE - WHITTAKER, INC. | (LP) | 38 | 10 | 20 | 5 | 5 | 78 |
| WOOLPERT, INC. | (LP) | 46 | 15 | 10 | 5 | 5 | 81 |

LACAU, LUIS

| | | | | | | | |
|---------------------------------------|------|----|----|----|---|---|----|
| AEROQUEST OPTIMAL, INC. | | 34 | 12 | 19 | 5 | 1 | 76 |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | (LP) | 30 | 12 | 20 | 5 | 5 | 82 |
| FUGRO EARTHDATA, INC. | | 40 | 14 | 20 | 5 | 1 | 80 |
| KUCERA INTERNATIONAL, INC. | | 42 | 16 | 16 | 5 | 5 | 84 |
| THE SANBORN MAP COMPANY, INC. | | 29 | 12 | 14 | 5 | 3 | 73 |
| J BONFILL AND ASSOCIATES INC. | (LP) | 27 | 9 | 20 | 3 | 5 | 74 |
| ZURWELLE - WHITTAKER, INC. | (LP) | 33 | 12 | 20 | 5 | 1 | 71 |
| WOOLPERT, INC. | (LP) | 26 | 14 | 19 | 5 | 5 | 74 |

QUINTANA, ILEANA

| | | | | | | | |
|---------------------------------------|------|----|----|----|---|---|----|
| AEROQUEST OPTIMAL, INC. | | 42 | 16 | 16 | 4 | 1 | 79 |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | (LP) | 45 | 16 | 16 | 2 | 2 | 81 |
| FUGRO EARTHDATA, INC. | | 43 | 15 | 15 | 4 | 1 | 78 |
| KUCERA INTERNATIONAL, INC. | | 42 | 15 | 15 | 4 | 1 | 77 |
| THE SANBORN MAP COMPANY, INC. | | 42 | 17 | 16 | 3 | 1 | 79 |
| J BONFILL AND ASSOCIATES INC. | (LP) | 44 | 15 | 15 | 1 | 3 | 78 |
| ZURWELLE - WHITTAKER, INC. | (LP) | 42 | 15 | 15 | 4 | 2 | 78 |
| WOOLPERT, INC. | (LP) | 45 | 16 | 16 | 4 | 3 | 84 |

TOTALS AND FIRST TIER RANKING

First Tier Ranking Report for each Selection Committee Member and Prime Firm



**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

FIRST TIER RANKING REPORT

| FINAL RANKING | | Total Points | System Rank | LP Rank | Cr. 1A TBR | Cr. 2A TBR | Cr. 3A TBR | Cr. 4A TBR | Final Rank | OCI Final Rank |
|---------------------------------------|------|---------------------|--------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-----------------------|
| Prime Firm Name | | | | | | | | | | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | (LP) | 444 | 1 | 1 | | | | | 1 | |
| WOOLPERT, INC. | (LP) | 429 | 2 | 2 | | | | | 2 | |
| KUCERA INTERNATIONAL, INC. | | 427 | 3 | 3 | | | | | 3 | |
| ZURWELLE - WHITTAKER, INC. | (LP) | 384 | 7 | 4 | | | | | 4 | |
| FUGRO EARTHDATA, INC. | | 422 | 4 | 5 | | | | | 5 | |
| J BONFILL AND ASSOCIATES INC. | (LP) | 370 | 8 | 6 | | | | | 6 | |
| AEROQUEST OPTIMAL, INC. | | 407 | 5 | 7 | | | | | 7 | |
| THE SANBORN MAP COMPANY, INC. | | 396 | 6 | 8 | | | | | 8 | |

Definitions

- LP Local Preferred Team
- Cr.1A Qualification of firms including the team members assigned to the Project.
- Cr.2A Knowledge and past experience of similar type projects.
- Cr.3A Past performance of the firms.
- Cr.4A Amount of work awarded and paid by the County.
- Cr.5A Ability of team members to interface with the County.
- OCI Office of Capital Improvements
- TBR Tie Breaker
- SDD Department of Small Business Development
- OCI Final Rank Only applicable if the Final Ranking changes as a result of the SBD Compliance Review.

First Tier Ranking Report for each Selection Committee Member and Prime Firm



MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

Report # 1

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FIRST TIER DISPARITY REPORT

OCI Project Name: Photogrammetric Mapping and Light Detection and Ranging (LIDAR) Services
 OCI Project No: E10-MDAD-03
 Measures: No Measure
 Number of Agreements: 1
 Submittal Date: 10/08/2010

CRITERIA 1A

| Prime Firm Name | Committee Members | | | | Total | Average | > 33% Low | > 33% High |
|---------------------------------------|-------------------|----------------|-----------------|------------|---------------|---------|-----------|------------|
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | Martha Guerra | | | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 50 | 50 | 45 | 30 | 49 | 224 | 45 | 30 |
| AEROQUEST OPTIMAL, INC. | 40 | 49 | 42 | 34 | 44 | 209 | 42 | 28 |
| FUGRO EARTHDATA, INC. | 42 | 50 | 43 | 40 | 44 | 219 | 44 | 29 |
| J BONFILL AND ASSOCIATES INC. | 40 | 48 | 44 | 27 | 35 | 194 | 39 | 26 |
| KUCERA INTERNATIONAL, INC. | 38 | 50 | 42 | 42 | 46 | 218 | 44 | 29 |
| THE SANBORN MAP COMPANY, INC. | 42 | 48 | 42 | 29 | 46 | 207 | 41 | 27 |
| WOOLPERT, INC. | 46 | 50 | 45 | 49 | 49 | 218 | 43 | 29 |



MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER DISPARITY REPORT

| Prime Firm Name | Committee Members | | | | Total | Average | > 33% | |
|---------------------------------------|-------------------|----------------|-----------------|------------|-------|---------|---------------|-----|
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | | | Martha Guerra | Low |
| ZURWELLE - WHITTAKER, INC. | 38 | 45 | 42 | 33 | 192 | 38 | 25 | 51 |
| CRITERIA 2A | | | | | | | | |
| Prime Firm Name | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | Total | Average | > 33% | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 20 | 20 | 16 | 12 | 87 | 17 | 11 | 23 |
| AEROQUEST OPTIMAL, INC. | 15 | 19 | 16 | 12 | 76 | 15 | 10 | 20 |
| FUGRO EARTHDATA, INC. | 16 | 20 | 15 | 14 | 79 | 16 | 11 | 21 |
| J BONFILL AND ASSOCIATES INC. | 15 | 15 | 15 | 9 | 64 | 13 | 9 | 17 |
| KUCERA INTERNATIONAL, INC. | 15 | 20 | 15 | 16 | 82 | 16 | 11 | 21 |
| THE SANBORN MAP COMPANY, INC. | 15 | 19 | 17 | 12 | 79 | 16 | 11 | 21 |
| WOOLPERT, INC. | 15 | 20 | 16 | 14 | 84 | 17 | 11 | 23 |

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MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER DISPARITY REPORT

| CRITERIA 2A Prime Firm Name | Committee Members | | | | Total Average | > 33% | |
|---------------------------------------|-------------------|-----------------|-----------------|------------|---------------|-------|------|
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | | Low | High |
| ZURWELLE - WHITTAKER, INC. | 10 | 15 | 12 | 9 | 64 | 13 | 17 |
| CRITERIA 3A Prime Firm Name | Committee Members | | | | Total Average | > 33% | |
| Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | Low | | High | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 20 | 19 | 16 | 20 | 94 | 19 | 25 |
| AEROQUEST OPTIMAL, INC. | 15 | 18 | 16 | 19 | 86 | 17 | 23 |
| FUGRO EARTHDATA, INC. | 15 | 19 | 15 | 20 | 87 | 17 | 23 |
| J BONFILL AND ASSOCIATES INC. | 15 | 15 | 15 | 20 | 78 | 16 | 21 |
| KUCERA INTERNATIONAL, INC. | 15 | 19 | 15 | 16 | 85 | 17 | 23 |
| THE SANBORN MAP COMPANY, INC. | 20 | 20 | 16 | 14 | 78 | 16 | 21 |
| WOOLPERT, INC. | 19 | 19 | 16 | 19 | 82 | 16 | 21 |

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MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER DISPARITY REPORT

| CRITERIA 3A Prime Firm Name | Committee Members | | | | Total | Average | > 33% | |
|---------------------------------------|-------------------|----------------|-----------------|------------|-------|---------|---------------|-----|
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | | | Martha Guerra | Low |
| ZURWELLE - WHITTAKER, INC. | 20 | 15 | 15 | 20 | 88 | 18 | 12 | 24 |
| CRITERIA 4A | | | | | | | | |
| Prime Firm Name | Committee Members | | | | Total | Average | > 33% | |
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | | | Martha Guerra | Low |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 5 | 3 | 2 | 5 | 17 | 3 | 2 | 4 |
| AEROQUEST OPTIMAL, INC. | 5 | 5 | 4 | 5 | 24 | 6 | 3 | 7 |
| FUGRO EARTHDATA, INC. | 5 | 5 | 4 | 5 | 24 | 5 | 3 | 7 |
| J BONFILL AND ASSOCIATES INC. | 5 | 3 | 3 | 3 | 13 | 3 | 2 | 4 |
| KUCERA INTERNATIONAL, INC. | 5 | 4 | 4 | 5 | 22 | 4 | 3 | 5 |
| THE SANBORN MAP COMPANY, INC. | 5 | 4 | 3 | 5 | 20 | 4 | 3 | 5 |
| WOOLPERT, INC. | 5 | 5 | 4 | 5 | 24 | 5 | 3 | 7 |

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MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER DISPARITY REPORT

| CRITERIA 4A Prime Firm Name | Committee Members | | | | Total | Average | | > 33% Low | > 33% High |
|---------------------------------------|-------------------|--------------------|--------------------|------------------|-------|------------------|---|--------------|---------------|
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | | Martha Guerra | 5 | | |
| ZURWELLE - WHITTAKER, INC. | 5 | 5 | 4 | 5 | 24 | 5 | 3 | 7 | |
| CRITERIA 5A Prime Firm Name | Committee Members | | | | Total | Average | | > 33% Low | > 33% High |
| Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | Martha Guerra | | 5 | 3 | | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 5 | 5 | 5 | 5 | 22 | 4 | 3 | 5 | |
| AEROQUEST OPTIMAL, INC. | 5 | 3 | 1 | 1 | 12 | 2 | 1 | 3 | |
| FUGRO EARTHDATA, INC. | 5 | 3 | 3 | 3 | 13 | 3 | 2 | 4 | |
| J BONFILL AND ASSOCIATES INC. | 5 | 5 | 3 | 5 | 21 | 4 | 3 | 5 | |
| KUCERA INTERNATIONAL, INC. | 5 | 4 | 5 | 5 | 20 | 4 | 3 | 5 | |
| THE SANBORN MAP COMPANY, INC. | 5 | 2 | 1 | 3 | 12 | 2 | 1 | 3 | |
| WOOLPERT, INC. | 5 | 5 | 3 | 5 | 23 | 5 | 3 | 7 | |
| ZURWELLE - WHITTAKER, INC. | 5 | 2 | 2 | 4 | 17 | 3 | 2 | 4 | |

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MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER DISPARITY REPORT

Definitions

- Criteria 1A Qualification of firms including the team members assigned to the Project.
 - Criteria 2A Knowledge and past experience of similar type projects.
 - Criteria 3A Past performance of the firms.
 - Criteria 4A Amount of work awarded and paid by the County.
 - Criteria 5A Ability of team members to interface with the County.
- OCI Office of Capital Improvements.

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MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

Report # 2

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FIRST TIER DISPARITY REPORT

OCI Project Name: Photogrammetric Mapping and Light Detection and Ranging (LIDAR) Services
 OCI Project No: E10-MDAD-03
 Measures: No Measure
 Number of Agreements: 1
 Submittal Date: 10/08/2010

CRITERIA 1A

| Prime Firm Name | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | Martha Guerra | Total | Average | > 33% Low | > 33% High |
|---------------------------------------|-------------|----------------|-----------------|------------|---------------|-------|---------|-----------|------------|
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 50 | 50 | 45 | 30 | 49 | 224 | 45 | 30 | 60 |
| AEROQUEST OPTIMAL, INC. | 40 | 49 | 42 | 34 | 44 | 209 | 42 | 28 | 56 |
| FUGRO EARTHDATA, INC. | 42 | 50 | 43 | 40 | 44 | 219 | 44 | 29 | 59 |
| J BONFILL AND ASSOCIATES INC. | 40 | 48 | 44 | 27 | 35 | 194 | 39 | 26 | 52 |
| KUCERA INTERNATIONAL, INC. | 38 | 50 | 42 | 42 | 46 | 218 | 44 | 29 | 59 |
| THE SANBORN MAP COMPANY, INC. | 42 | 48 | 42 | 29 | 46 | 207 | 41 | 27 | 55 |
| WOOLPERT, INC. | 46 | 50 | 45 | 49 | 49 | 216 | 43 | 29 | 57 |

First Tier Disparity Report for each Criteria, Selection Committee Member and Prime Firm

amer_first_tier_disp V 1/23/2009

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MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER DISPARITY REPORT

| CRITERIA 1A Prime Firm Name | Committee Members | | | | Total Average | > 33% | |
|--------------------------------|-------------------|----------------|-----------------|------------|---------------|---------------|-----|
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | | Martha Guerra | Low |
| ZURWELLE - WHITTAKER, INC. | 38 | 45 | 42 | 33 | 38 | 25 | 51 |

| CRITERIA 2A Prime Firm Name | Committee Members | | | | Total Average | > 33% | |
|---------------------------------------|-------------------|----------------|-----------------|------------|---------------|---------------|-----|
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | | Martha Guerra | Low |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 20 | 20 | 16 | 12 | 17 | 11 | 23 |
| AEROQUEST OPTIMAL, INC. | 15 | 19 | 16 | 12 | 15 | 10 | 20 |
| FUGRO EARTHDATA, INC. | 16 | 20 | 15 | 14 | 16 | 11 | 21 |
| J BONFILL AND ASSOCIATES INC. | 15 | 15 | 15 | 9 | 13 | 9 | 17 |
| KUCERA INTERNATIONAL, INC. | 15 | 20 | 15 | 16 | 16 | 11 | 21 |
| THE SANBORN MAP COMPANY, INC. | 15 | 19 | 17 | 12 | 15 | 11 | 21 |
| WOOLPERT, INC. | 15 | 20 | 16 | 14 | 17 | 11 | 23 |

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MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER DISPARITY REPORT

CRITERIA 2A

| Prime Firm Name | Committee Members | Total | Average | > 33% Low | > 33% High |
|----------------------------|--|-------|---------|-----------|------------|
| ZURWELLE - WHITTAKER, INC. | Carlos Jose: 10 Daniel Edwards: [redacted] Ileana Quintana: 15 Luis Lacau: 12 Martha Guerra: 9 | 63 | 13 | 9 | 17 |

CRITERIA 3A

| Prime Firm Name | Committee Members | Total | Average | > 33% Low | > 33% High |
|---------------------------------------|---|-------|---------|-----------|------------|
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | Carlos Jose: 20 Daniel Edwards: 19 Ileana Quintana: 16 Luis Lacau: 20 Martha Guerra: 19 | 94 | 19 | 13 | 25 |
| AEROQUEST OPTIMAL, INC. | Carlos Jose: 15 Daniel Edwards: 18 Ileana Quintana: 18 Luis Lacau: 19 Martha Guerra: 18 | 86 | 17 | 11 | 23 |
| FUGRO EARTHDATA, INC. | Carlos Jose: 15 Daniel Edwards: 19 Ileana Quintana: 15 Luis Lacau: 20 Martha Guerra: 18 | 87 | 17 | 11 | 23 |
| J BONFILL AND ASSOCIATES INC. | Carlos Jose: [redacted] Daniel Edwards: 15 Ileana Quintana: 15 Luis Lacau: 20 Martha Guerra: 18 | 78 | 16 | 11 | 21 |
| KUCERA INTERNATIONAL, INC. | Carlos Jose: 15 Daniel Edwards: 19 Ileana Quintana: 15 Luis Lacau: 16 Martha Guerra: 20 | 85 | 17 | 11 | 23 |
| THE SANBORN MAP COMPANY, INC. | Carlos Jose: [redacted] Daniel Edwards: 20 Ileana Quintana: 16 Luis Lacau: 14 Martha Guerra: 18 | 78 | 16 | 11 | 21 |
| WOOLPERT, INC. | Carlos Jose: [redacted] Daniel Edwards: 19 Ileana Quintana: 16 Luis Lacau: 19 Martha Guerra: 18 | 82 | 16 | 11 | 21 |

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MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER DISPARITY REPORT

| Prime Firm Name | Committee Members | | | | Total | Average | > 33% Low | > 33% High |
|---------------------------------------|-------------------|----------------|-----------------|------------|-------|---------|-----------|------------|
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | | | | |
| ZURWELLE - WHITTAKER, INC. | 20 | 15 | 15 | 20 | 18 | 88 | 12 | 24 |
| CRITERIA 4A | | | | | | | | |
| Prime Firm Name | Committee Members | | | | Total | Average | > 33% Low | > 33% High |
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | | | | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 5 | 3 | 2 | 2 | 2 | 17 | 2 | 4 |
| AEROQUEST OPTIMAL, INC. | 5 | 5 | 4 | 5 | 5 | 24 | 3 | 7 |
| FUGRO EARTHDATA, INC. | 5 | 5 | 4 | 5 | 6 | 24 | 3 | 7 |
| J BONFILL AND ASSOCIATES INC. | 5 | 3 | 3 | 3 | 3 | 13 | 2 | 4 |
| KUCERA INTERNATIONAL, INC. | 5 | 4 | 4 | 5 | 4 | 22 | 3 | 5 |
| THE SANBORN MAP COMPANY, INC. | 5 | 4 | 3 | 5 | 3 | 20 | 3 | 5 |
| WOOLPERT, INC. | 5 | 5 | 4 | 5 | 5 | 24 | 3 | 7 |

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MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER DISPARITY REPORT

| CRITERIA 4A Prime Firm Name | Committee Members | | | | | Total | Average | > 33% | |
|---------------------------------------|-------------------|----------------|-----------------|------------|---------------|-------|---------|-----------|------------|
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | Martha Guerra | | | Low | High |
| ZURWELLE - WHITTAKER, INC. | 5 | 5 | 4 | 5 | 6 | 24 | 5 | 3 | 7 |
| CRITERIA 5A | | | | | | | | | |
| Prime Firm Name | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | Martha Guerra | Total | Average | > 33% Low | > 33% High |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 5 | 5 | 5 | 5 | 5 | 22 | 4 | 3 | 5 |
| AEROQUEST OPTIMAL, INC. | 3 | 3 | 1 | 1 | 2 | 12 | 2 | 1 | 3 |
| FUGRO EARTHDATA, INC. | 3 | 3 | 3 | 3 | 3 | 13 | 3 | 2 | 4 |
| J BONFILL AND ASSOCIATES INC. | 5 | 5 | 3 | 5 | 3 | 21 | 4 | 3 | 5 |
| KUCERA INTERNATIONAL, INC. | 5 | 4 | 5 | 5 | 5 | 20 | 4 | 3 | 5 |
| THE SANBORN MAP COMPANY, INC. | 2 | 2 | 1 | 3 | 1 | 12 | 2 | 1 | 3 |
| WOOLPERT, INC. | 5 | 5 | 3 | 5 | 5 | 23 | 5 | 3 | 7 |
| ZURWELLE - WHITTAKER, INC. | 2 | 2 | 2 | 4 | 4 | 17 | 3 | 2 | 4 |

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MIAMI-DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER DISPARITY REPORT

Definitions

- Criteria 1A Qualification of firms including the team members assigned to the Project
- Criteria 2A Knowledge and past experience of similar type projects.
- Criteria 3A Past performance of the firms.
- Criteria 4A Amount of work awarded and paid by the County.
- Criteria 5A Ability of team members to interface with the County.
- OCI Office of Capital Improvements.



**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

SECOND TIER RANKING REPORT

OCI Project Name: Photogrammetric Mapping and Light Detection and Ranging (LIDAR) Services

OCI Project No: E10-MDAD-03

Measures: No Measure

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 10/08/2010

Meeting Date: 02/25/2011

| | | Cr. 1B Points | Cr. 2B Points | Cr. 3B Points | Total Points |
|---------------------------------------|------|------------------|------------------|------------------|-----------------|
| EDWARDS, DANIEL | | | | | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | (LP) | 48 | 35 | 10 | 93 |
| FUGRO EARTHDATA, INC. | | 35 | 30 | 7 | 72 |
| KUCERA INTERNATIONAL, INC. | | 35 | 28 | 7 | 70 |
| WOOLPERT, INC. | (LP) | 49 | 36 | 8 | 93 |
| GUERRA, MARTHA | | | | | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | (LP) | 50 | 40 | 10 | 100 |
| FUGRO EARTHDATA, INC. | | 40 | 35 | 7 | 82 |
| KUCERA INTERNATIONAL, INC. | | 42 | 34 | 9 | 85 |
| WOOLPERT, INC. | (LP) | 49 | 38 | 8 | 95 |
| JOSE, CARLOS | | | | | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | (LP) | 50 | 40 | 10 | 100 |
| FUGRO EARTHDATA, INC. | | 25 | 15 | 5 | 45 |
| KUCERA INTERNATIONAL, INC. | | 25 | 15 | 3 | 43 |
| WOOLPERT, INC. | (LP) | 40 | 35 | 5 | 80 |
| LACAU, LUIS | | | | | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | (LP) | 50 | 38 | 9 | 97 |
| FUGRO EARTHDATA, INC. | | 40 | 31 | 7 | 78 |
| KUCERA INTERNATIONAL, INC. | | 48 | 35 | 8 | 91 |
| WOOLPERT, INC. | (LP) | 46 | 32 | 7 | 85 |
| QUINTANA, ILEANA | | | | | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | (LP) | 48 | 40 | 10 | 98 |
| FUGRO EARTHDATA, INC. | | 45 | 36 | 8 | 89 |
| KUCERA INTERNATIONAL, INC. | | 46 | 36 | 8 | 90 |

Second Tier Ranking Report for each Selection Committee Member and Prime Firm



**MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS**

SECOND TIER RANKING REPORT

OCI Project Name: Photogrammetric Mapping and Light Detection and Ranging (LIDAR) Services

OCI Project No: E10-MDAD-03

Measures: No Measure

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 10/08/2010

Meeting Date: 02/25/2011

| | Cr. 1B Points | Cr. 2B Points | Cr. 3B Points | Total Points |
|------------------|------------------|------------------|------------------|-----------------|
| QUINTANA, ILEANA | | | | |
| WOOLPERT, INC. | (LP) 49 | 40 | 10 | 99 |

TOTALS AND SECOND TIER RANKING

| Prime Firm Name | Total Points | System Rank | LP Rank | Total | | | | | Final Rank |
|---------------------------------------|-----------------|----------------|------------|-------------|---------------|---------------|---------------|---------------|---------------|
| | | | | 1T2T TBR | Cr. 1B TBR | Cr. 1A TBR | Cr. 2B TBR | Cr. 2A TBR | |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | (LP) 488 | 1 | | | | | | | 1 |
| WOOLPERT, INC. | (LP) 452 | 2 | | | | | | | 2 |
| KUCERA INTERNATIONAL, INC. | 379 | 3 | | | | | | | 3 |
| FUGRO EARTHDATA, INC. | 366 | 4 | | | | | | | 4 |

Definitions

- LP Local Preferred Team
- Cr.1B Knowledge of Project Scope.
- Cr.2B Qualifications of team members assigned to the project.
- Cr.3B Ability to provide required services within schedule and budget.
- OCI Office of Capital Improvements.
- TBR Tie Breaker

Second Tier Ranking Report for each Selection Committee Member and Prime Firm



**MIAMI-DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION**

SECOND TIER DISPARITY REPORT

OCI Project Name: Photogrammetric Mapping and Light Detection and Ranging (LIDAR) Services
 OCI Project No: E10-MDAD-03
 Measures: No Measure
 Number of Agreements: 1
 Submittal Date: 10/08/2010

CRITERIA 1B

Prime Firm Name

Committee Members

| Prime Firm Name | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | Martha Guerra | Total | Average | > 33% Low | > 33% High |
|---------------------------------------|-------------|----------------|-----------------|------------|---------------|-------|---------|-----------|------------|
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 50 | 48 | 48 | 50 | 50 | 246 | 49 | 33 | 65 |
| FUGRO EARTHDATA, INC. | 25 | 35 | 45 | 40 | 40 | 185 | 37 | 25 | 49 |
| KUCERA INTERNATIONAL, INC. | 25 | 35 | 48 | 48 | 42 | 196 | 39 | 28 | 52 |
| WOOLPERT, INC. | 40 | 49 | 49 | 48 | 49 | 239 | 47 | 31 | 63 |

CRITERIA 2B

Prime Firm Name

Committee Members

| Prime Firm Name | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | Martha Guerra | Total | Average | > 33% Low | > 33% High |
|---------------------------------------|-------------|----------------|-----------------|------------|---------------|-------|---------|-----------|------------|
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 40 | 35 | 40 | 38 | 40 | 193 | 39 | 26 | 52 |

Second Tier Disparity Report for each Criteria, Selection Committee Member and Prime Firm
 pamer_sec_tier_1bfp V 4/25/2005

** C.S.C. Member kept his scores as originally inputted **

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**MIAMI-DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION**

SECOND TIER DISPARITY REPORT

| CRITERIA 2B Prime Firm Name | Committee Members | | | | Total | Average | > 33% | |
|--------------------------------|-------------------|----------------|-----------------|------------|-------|---------|---------------|-----|
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | | | Martha Guerra | Low |
| FUGRO EARTHDATA, INC. | 15 | 30 | 36 | 31 | 147 | 29 | 19 | 39 |
| KUCERA INTERNATIONAL, INC. | 15 | 28 | 36 | 35 | 148 | 30 | 20 | 40 |
| WOOLPERT, INC. | 95 | 36 | 40 | 32 | 181 | 36 | 24 | 48 |

| CRITERIA 3B Prime Firm Name | Committee Members | | | | Total | Average | > 33% | |
|---------------------------------------|-------------------|----------------|-----------------|------------|-------|---------|---------------|-----|
| | Carlos Jose | Daniel Edwards | Ileana Quintana | Luis Lacau | | | Martha Guerra | Low |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 10 | 10 | 10 | 9 | 49 | 10 | 7 | 13 |
| FUGRO EARTHDATA, INC. | 6 | 7 | 8 | 7 | 34 | 7 | 5 | 9 |
| KUCERA INTERNATIONAL, INC. | 3 | 7 | 8 | 8 | 35 | 7 | 5 | 9 |
| WOOLPERT, INC. | 5 | 8 | 10 | 7 | 36 | 8 | 5 | 11 |

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MIAMI-DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION

SECOND TIER DISPARITY REPORT

Definitions

- Criteria 1B Knowledge of Project Scope.
- Criteria 2B Qualifications of team members assigned to the project.
- Criteria 3B Ability to provide required services within schedule and budget.
- OCI Office of Capital Improvements.

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Memorandum



Date: June 25, 2010

To: Pedro J. Betancourt
MDAD Contracts Administration

From: C. Corrales *C. Corrales*
MDAD Minority Affairs

Subject: Project Worksheet: Photogrammetric Mapping, Light Detection and Ranging (LiDAR) Services, E10-MDAD-03

The Review Committee met on June 23, 2010 and approved the Photogrammetric Mapping, Light Detection and Ranging (LiDAR) Services with a **CBE No Measure**. Attached is the project worksheet from SBD.

Please note that in accordance with Ordinance 01-103 (as amended) and A.O. 3-32, the ordinance creating the CBE-A/E Program, the following Department responsibilities must be adhered to:

1. Subsequent to recommendation by the RC and prior to contract advertisement, each department shall **advise SBD of any changes in scope of work of a contract**. SBD shall review the change and recommend to the County Manager whether the contract requires further review by the RC due to the change in the scope of work. Each department shall advise SBD of post-award changes in scope and all change orders that require Board of County Commissioners approval. SBD shall review the changes and change orders and recommend to the County Manager whether the contract requires further action by the RC due to the scope of work changes, and report on the prime contractor's current status of CBE compliance.
2. Each department shall **advise SBD of any contract advertisement dates that are in excess of one hundred and twenty (120) days of the initial RC recommendation** to apply a set-aside or a goal in order to allow SBD to identify any changes in availability.
3. Each department shall **advise SBD of any contract canceled or not advertised within one hundred and eighty (180) days after review by the RC** and the contract must therefore be resubmitted to the RC to re-establish availability.

Please call me at ext. 7991 if you have any questions.

Attachment

cc: C. Jose
M. Collins
M. Clark-Vincent
P. Betancourt
K. Delapenha
R. Bruce
Project File



Dept. of Small Business Development
Project Worksheet

Project/Contract Title: PHOTOGRAMMETRIC MAPPING, LIGHT DETECTION, AND RANGING (LIDAR) SERVICES (SIC 871) RC Date: 06/23/2010
 Project/Contract No: E10-MDAD-03 Funding Source: Item No: 1-01
 Department: MIAMI DADE AVIATION DEPARTMENT REVENUE-BUDGET Resubmittal Date(s):
 Estimated Cost of Project/Bid: \$6,500,000.00
 Description of Project/Bid: TO ESTABLISH A PROFESSIONAL FOR THE ONGOING NEED OF PHOTOGRAMMETRIC / TOPOGRAPHIC / PLANIMETRIC / LIDAR MAPPING FOR THE MIAMI-DADE AVIATION DEPARTMENT OF MIAMI INTERNATIONAL AIRPORT AND THE FOUR COUNTY OWNED AUXILIARY AIRPORTS WHICH INCLUDE KENDALL-TAMiami, EXECUTIVE AIRPORT, OPA-LOCKA EXECUTIVE AIRPORT, HOMESTEAD GENERAL AIRPORT AND DADE COLLIER TRAINING AND TRANSITION AIRPORT, AS WELL AS, THE COVERAGE AREA OF THE COUNTY'S ENTERPRISE GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORTED BY (ESTD).

Contract Measures Recommendation

| | | |
|----------------|----------------|---------------------|
| <u>Measure</u> | <u>Program</u> | <u>Goal Percent</u> |
| No Measure | CBE | |

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V
 ***Based on the "Sole Consultant" requirement, the only applicable measures are: a "Set-aside" or a "No Measure". The dollar value of this PSA precludes a "Set-aside"; additionally, the consultant must be certified in both 15.01- Land Surveying (@ 5%) and 15.02 - Aerial Photogrammetry (@ 95%); there are only two (2) CBEs satisfying these requirements. There are no options for a sub-consultant goal as the prime (a "Sole Consultant"), will be providing the entire scope/s of work.
 SIC 871- Architectural and Engineering Services

Analysis for Recommendation of a Goal

| <u>Subtrade</u> | <u>Cat.</u> | <u>Estimated Value</u> | <u>% of Items to Base Bid</u> | <u>Availability</u> |
|-----------------|-------------|------------------------|-------------------------------|---------------------|
| | CBE | \$0.00 | 0.00% | 0 |
| Total | | \$0.00 | 0.00% | |

Living Wages: YES NO
 Responsible Wages: YES NO

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____
 Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____
 Trade Set Aside (MCC) _____ Goal _____ Bid Preference _____
 No Measure Deferred _____ Selection Factor _____
 _____ 6/23/10
 Chairperson, Review Committee Date County Manager / Designee Date

AAP Report

Friday July 8 2011 12:08:11 PM

All Current AAP's on File

| Firm Name | FEIN | AAP No | Approval Date | Expiration Date |
|--|-----------|-----------|---------------|-----------------|
| 50 STATE SECURITY SERVICE, INC. | 591354432 | 2001-0726 | 06/09/2011 | 06/30/2012 |
| A & P CONSULTING TRANSPORTATION ENGINEERS CORP. | 650770583 | 2002-0340 | 07/01/2011 | 07/31/2012 |
| A & R FIXIT, INC. | 591005201 | 5721 | 12/16/2010 | 12/31/2011 |
| A.D.A. ENGINEERING, INC. | 592064498 | 009001 | 08/05/2010 | 09/30/2011 |
| A.R. TOUSSAINT & ASSOCIATES, INC. | 590977909 | 009282 | 08/30/2010 | 08/31/2011 |
| A2 GROUP, INC. | 650469324 | 0096-0469 | 11/05/2009 | 12/31/2011 |
| AAR AIRCRAFT SERVICES, INC. | 900168563 | 6748 | 04/20/2011 | 04/30/2012 |
| AAR AIRCRAFT SERVICES, INC. | 900168563 | 6748 | 06/15/2011 | 06/30/2012 |
| AB ENGINEERS, INC. | 650806722 | 2004-0127 | 07/09/2010 | 07/31/2011 |
| AB ENGINEERS, INC. | 650806722 | 2004-0127 | 07/01/2011 | 07/31/2012 |
| ABX AIR, INC. | 911091619 | 5409 | 02/11/2011 | 02/29/2012 |
| ACAI ASSOCIATES, INC. | 650020223 | 008399 | 01/11/2011 | 01/31/2012 |
| ACB2 ENGINEERING, INC. | 650834654 | 6650 | 10/01/2010 | 10/31/2011 |
| ACOSTA TRACTORS INC | 591454861 | 5873 | 06/09/2011 | 06/30/2012 |
| ADAAG CONSULTING SERVICES, LLC | 651047571 | 2005-0016 | 02/04/2011 | 02/29/2012 |
| ADVANCE CONSULTING ENGINEERING SERVICES, INC. | 650532839 | 2002-0322 | 02/07/2011 | 02/29/2012 |
| ADVANCED TRANSPORTATION ENGINEERING CONSULTANTS, INC. | 593811264 | 5367 | 04/01/2011 | 04/30/2012 |
| AECOM TECHNICAL SERVICES, INC. F/K/A EARTH TECH, INC. | 952661922 | 0099-0720 | 06/30/2010 | 09/30/2011 |
| AERIAL CARTOGRAPHICS OF AMERICA, INC. | 450535502 | 0096-0456 | 05/23/2011 | 05/31/2012 |
| AERO HARDWARE & SUPPLY, INC. | 590819656 | 2001-0015 | 10/14/2010 | 10/31/2011 |
| AEROQUEST OPTIMAL, INC. | 043831576 | 6813 | 10/07/2010 | 10/31/2011 |
| AES ENGINEERING, INC. | 274343167 | 6846 | 03/28/2011 | 04/30/2012 |
| AIRGAS REFRIGERANTS, INC. | 262708880 | 6377 | 09/29/2010 | 09/30/2011 |
| AIRQUEST ENVIRONMENTAL, INC. | 050529142 | 2005-0115 | 09/30/2009 | 10/31/2011 |
| AIRQUEST ENVIRONMENTAL, INC. | 050529142 | 2005-0115 | 10/01/2010 | 10/31/2011 |
| AL-FAROOQ CORPORATION | 592200692 | 6816 | 10/19/2010 | 10/31/2011 |
| AL-FLEX EXTERMINATORS, INC. | 591904276 | 6200 | 05/19/2011 | 05/31/2012 |
| ALCALDE & FAY | 520996647 | 2001-1062 | 05/24/2011 | 05/31/2012 |
| ALFA LAVAL INC. | 131681631 | 5520 | 08/30/2010 | 08/31/2011 |
| ALFREDO QUINTERO PE/CONSULTING ENGINEERS | 266575476 | 6706 | 11/17/2010 | 12/31/2011 |
| ALL STATE ENGINEERING & TESTING CONSULTANTS, INC. | 591642998 | 009218 | 08/05/2010 | 09/30/2011 |
| ALLAN T. SHULMAN ARCHITECT, PA DBA SHULMAN + ASSOCIATES | 650637279 | 6332 | 02/15/2011 | 02/29/2012 |
| ALLEGUEZ ARCHITECTURE, INC. | 043639417 | 2003-0188 | 01/12/2011 | 01/31/2012 |
| ALLEN SYSTEMS GROUP, INC. | 592634496 | 5228 | 07/02/2010 | 07/31/2011 |
| ALLIANCE GROUND INTERNATIONAL, LLC DBA ALLIANCE AIRLINES | 264291364 | 6577 | 09/08/2010 | 09/30/2011 |
| ALLIED FASTENER & TOOL, INC. | 592244192 | 0099-0739 | 09/29/2010 | 09/30/2011 |
| ALLIED UNIVERSAL CORP. | 590776285 | 0099-0726 | 11/04/2010 | 11/30/2011 |
| ALLIEDBARTON SECURITY SYSTEMS | 202335618 | 5288 | 10/15/2010 | 10/31/2011 |
| ALPHA CONSTRUCTION AND ENGINEERING CORPORATION | 521162258 | 5171 | 04/15/2011 | 06/30/2012 |
| ALVAREZ ENGINEERS, INC. | 650582490 | 0097-0549 | 03/29/2011 | 04/30/2012 |
| AMBRO, INC. | 650266641 | 2005-0063 | 06/20/2011 | 06/30/2012 |
| AMERICAN AIRLINES | 131502798 | 2004-0160 | 08/31/2010 | 08/31/2011 |
| AMERICAN BUILDING ENGINEERS, INC. | 592680650 | 6779 | 06/25/2010 | 07/31/2011 |
| AMERICAN ENGINEERING GROUP, INC. | 651154644 | 2005-0005 | 01/10/2011 | 01/31/2012 |
| AMERICAN GUARD SERVICES, INC. | 954654353 | 5920 | 08/03/2010 | 08/31/2011 |
| AMERICAN SALES & MGMT. ORGANIZATION CORP. | 650459787 | 2001-0910 | 02/01/2011 | 02/29/2012 |
| AMERICAN SEATING COMPANY | 382739629 | 2001-0959 | 10/19/2010 | 10/31/2011 |
| AMERIFLIGHT, LLC | 383755034 | 6819 | 10/20/2010 | 10/31/2011 |

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Florida Profit Corporation
AERIAL CARTOGRAPHICS OF AMERICA, INC.

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Principal Address

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 ORLANDO FL 32809

Mailing Address

325 W. MAIN STREET
 BABYLON NY 11702
 Changed 02/18/2004

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
 1201 HAYS STREET
 TALLAHASSEE FL 32301 US
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 Address Changed: 02/18/2004

Officer/Director Detail

Name & Address

Title D
 GREENMAN, A. BEECHER
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Title D/O
 GREENMAN, STEVEN CEO
 1722 W. OAK RIDGE RD.
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Title D/O

BUONCORE, MICHAEL J SEC/TRE
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Title D/O

HUMPHREY, JAMES PRES
1722 WEST OAK RIDGE ROAD
ORLANDO FL 32809

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Report Year Filed Date

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2010 01/07/2010
2011 01/13/2011

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**PHOTOGRAMMETRIC MAPPING, TOPOGRAPHIC,
PLANIMETRIC, AND LIDAR SERVICES**

PROJECT NO. E10-MDAD-03

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made as of the ___ day of _____ in the year 2011, between

the Owner: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners** (the "County"), which shall include its officials, successors, legal representatives, and assigns,

and the Consultant: **Aerial Cartographics of America Inc.**
1722 West Oakridge
Orlando, Florida 32809

which term shall include its officials, successors, legal representatives, and assigns.

For the Project:

The scope of work provides for professional services to be performed for the ongoing need of photogrammetric mapping, topographic, planimetric, and LiDAR services for the Miami-Dade Aviation Department ("MDAD") of Miami International Airport ("MIA") and the five (5) County owned auxiliary airports which include Kendall-Tamiami Executive Airport, Opa-Locka Executive Airport, Opa-Locka West, Homestead General Aviation Airport and Dade Collier Training and Transition Airport, as well as, the coverage area of the County's enterprise Geographic Information System ("GIS") supported by the Enterprise Technology Services Department ("ETSD").

The Owner and Consultant agree as set forth herein:

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**ARTICLE 1
DEFINITIONS**

- 1.1. **AFFIRMATIVE ACTION:** Action to be taken by the Consultant pursuant to a written, results oriented program, meeting the requirements of 41 C.F.R. Part 60, in which the Consultant details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.2. **AGREEMENT:** This written agreement between the Owner and the Consultant, including the appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.3. **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) may be included in this Agreement for the purpose of funding a portion of the Services or Inspector General Services.
- 1.4. **AMENDMENT:** A written modification to this Agreement executed by the Consultant and the Owner covering changes, additions, or reductions in the terms of this Agreement.
- 1.5. **CONSULTANT:** The entity named on page 1 of this Agreement.
- 1.6. **DAYS:** Reference made to days shall mean consecutive calendar days.
- 1.7. **DEPARTMENT:** Miami-Dade Aviation Department ("MDAD") or the Enterprise Technology Services Department ("ETSD"), which are departments of Miami-Dade County and represented by and acting through its Director or his/her designee(s).
- 1.8. **DIRECTOR:** The ETSD, MDAD Director, or designee(s).
- 1.9. **DIRECT SALARIES:** Monies paid at regular intervals to personnel other than principals of the Consultant directly engaged by the Consultant on the project, as reported to the Director, United States Internal Revenue Service, and billed to the Owner hereunder on a multiple of Direct Salaries basis pursuant to a Service Order for Services or other authorization under this Agreement.
- 1.10. **EQUAL EMPLOYMENT OPPORTUNITY:** Opportunity provided by the Consultant pursuant to Executive Order 11246, as amended, and required to be part of contracts covered by said Executive Order.
- 1.11. **OWNER:** Miami-Dade County acting through its Board of County Commissioners (the "Board").
- 1.12. **PRINCIPAL:** An executive manager of the Consultant or sub-consultant who is primarily involved in executive management of the Consultant's or sub-consultant's

business and who is not significantly involved in the professional work of this Agreement.

- 1.13. **PROJECT MANAGER:** An individual designated by the Director to represent the Owner during the Services.
- 1.14. **REIMBURSABLE EXPENSES:** Those expenses delineated in this Agreement and/or which are separately approved by the Owner that are incurred by the Consultant in the fulfillment of this Agreement. Approved reimbursable expenses are to be billed at actual costs with supporting documentation.
- 1.15. **SERVICE ORDER:** A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to perform or modify the performance of any portion of the Services and containing the scope, time of completion, total compensation for the Services authorized, or to stop the performance of such Services.
- 1.16. **SERVICES:** Those services that the Consultant shall perform in accordance with the terms of this Agreement as directed and authorized in writing by the Owner.
- 1.17. **SUB-CONSULTANT:** An independent firm, company, corporation, partnership, or individual under contract with and compensated by the Consultant to perform a portion of the Services required hereunder.

**ARTICLE 2
INFORMATION TO BE FURNISHED BY THE OWNER**

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish the Consultant with all necessary documents and records pertaining to the performance of the Agreement.
- 2.2 **OBLIGATION OF THE CONSULTANT:** The Consultant understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Consultant.

**ARTICLE 3
GENERAL PROVISIONS**

- 3.1 **INDEMNIFICATION AND HOLD HARMLESS**
- 3.1.1 Pursuant to Florida Statutes § 725.08 and notwithstanding the provisions of Florida Statutes § 725.06, the Consultant shall indemnify and hold harmless the Owner, and its officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.
- 3.1.2 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and contract documents to comply with Chapter 725, Florida Statutes.
- 3.1.3 This section shall survive expiration or termination of this Agreement.
- 3.2 **INSURANCE:** The Consultant shall not perform any Services under this Agreement until the insurance required hereunder has been obtained and such insurance has been approved by the Owner. The Consultant shall maintain required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein.
- 3.2.1 Certificates shall clearly indicate that the Consultant has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this article. The certificates must provide that in the event of material change in or cancellation of the policies reflecting the required coverages, thirty (30) days advance notice shall be given to Miami-Dade Aviation Department Risk Management.

3.2.2 Consultant shall provide at its own cost:

3.2.2.1 Workers' Compensation, as required by Chapter 440, Florida Statutes.

3.2.2.2 Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$1,000,000, and \$5,000,000 if operating vehicles on the Airfield Operations Area ("AOA"), combined single limit for bodily injury and property damage liability.

Only company owned or company leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following the date of submittal by the Consultant of the Report of Contract Completion.

3.2.2.3 Commercial Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an additional insured with respect to this coverage.

3.2.2.4 Professional Liability Insurance (Errors and Omissions), in an amount not less than \$1,000,000 per claim with the deductible per claim, if any, not to exceed ten percent (10%) of the limit of the liability providing for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of the Services performed by the Consultant or any person or firm employed by him in connection with this Agreement. This insurance shall be maintained for one (1) year after the completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

3.2.3 All insurance policies required herein shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications:

3.2.3.1 The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to approval by Miami-Dade Aviation Department's Risk Management Unit.

- 3.2.4 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Consultant from liability under any portion of this Agreement.
- 3.2.5 Cancellation of any insurance or non-payment by the Consultant of any premium for any insurance policy or bonds required by this contract shall constitute a breach of this Agreement. In addition to any other legal remedies, Miami-Dade County at its sole option may terminate this Agreement or pay such premiums, and deduct the costs thereof from any amounts which are or may be due to the Consultant.
- 3.2.6 At any time during the term of this Agreement Owner can require the Consultant to provide Project Specific Professional Liability Insurance in the amount of \$1,000,000 (or such other amount as may be specified in these Special Provisions) per claim to last the life of the Project plus three (3) years. The premium for this coverage shall be reimbursed to the Consultant in accordance with Sub-Article 5.6 "MDAD Payment for Reimbursable Expenses", of this Agreement.
- 3.3 **ASSIGNMENT:** The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association, partnership, joint venture, or corporation, in whole or in part. However, the Consultant will be permitted to cause certain portions of the Services to be performed by sub-consultants, as authorized elsewhere herein and subject to the restrictions of section 3.5.
- 3.4 **PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:** In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, necessary to complete said Services.
- 3.5 **SUB-CONSULTANTS:** Sub-consultants shall not perform work under technical category 15.01, Surveying and Mapping – Land Surveying, and technical category 15.02, Surveying and Mapping – Aerial Photogrammetry. All services provided by the Sub-consultants shall be consistent with those commitments made by the Consultant during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Consultant and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

The Consultant shall not hire or replace any Sub-consultant without prior approval by the Owner in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a Sub-consultant by the Owner shall not in any way shift the responsibility of the Consultant over the work of the sub-consultant. The Consultant shall cause the names of Sub-consultants responsible for significant portions of the Services to be inserted on the plans and specifications, subject to the approval of the Owner.

Payment of such Sub-consultants employed at the option of the Consultant shall be the responsibility of the Consultant and shall not be cause for any increase in compensation to the Consultant for the performance of the basic services.

- 3.6 **TERM OF AGREEMENT:** The term of this Agreement shall be for four (4) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

Nothing in this article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

- 3.7 **TERMINATION OF AGREEMENT:** This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. Either party may terminate this Agreement for cause in the event that the other party violates any material provisions of the Agreement. The Consultant shall have no right to terminate this Agreement for convenience.

3.7.1 **Events of Default:** A default shall mean a material breach of this Agreement (an "Event of Default").

3.7.2 **Notice of Default and Opportunity to Cure:** If an Event of Default occurs, the Department shall notify the Consultant (the "Default Notice"), specifying the basis for such default, and advising the Consultant that such default must be cured immediately or this Agreement with the County may be terminated. The Consultant shall cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure Period") or such other shorter timeframe as provided by the Owner. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder, so long as, the Consultant has commenced curing such default and is effectuating a cure with diligence or the Department in its sole discretion feels that a longer cure period is reasonable..

3.7.3 **Owner's Termination for Cause:** The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice (the "Notice of Termination"), for cause in the event that the Consultant violates any provisions of this Agreement, performs same in bad faith, or unreasonably delays the performance of the Services, and fails to cure or remedy the default pursuant to sub-article 3.7.2 above. The Notice of Termination shall specify the date by when the Consultant shall discontinue the Services.

In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Consultant shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Consultant hereunder had the Agreement not been terminated. Upon receipt of Notice of Termination, the Consultant shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

3.7.4 Owner's Termination for Convenience: The Owner retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience.

3.7.5 Consultant's Termination for Cause: The Consultant may terminate this Agreement upon thirty (30) days written notice for cause, in the event that the Owner commits a material breach of a provision of this Agreement and fails to cure that breach within thirty (30) days after written notice describing the breach. In the event the Consultant exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services".

3.7.6 Implementation of Termination: In the event of termination either for cause or for convenience, the Consultant, upon receipt of the Notice of Termination, shall:

1. stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;
2. place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
3. terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;

4. transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
5. promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and
6. complete performance of any Services not terminated by the Notice of Termination.

3.7.7 Compensation For Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the article "Compensation for Services".

3.8 INTENT OF AGREEMENT:

3.8.1 The intent of the Agreement is for the Consultant to provide photogrammetric mapping, topographic, planimetric, and lidar services and to include all necessary items for the proper completion of such Services. The Consultant shall perform such incidental work, which may not be specifically referenced, as necessary to support this effort.

3.8.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.

3.8.3 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

3.9 SOLICITATION: The Consultant warrants that: 1) 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 Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Consultant for any reason whatsoever.

3.10 ACCOUNTING RECORDS OF CONSULTANT: The Owner reserves the right to audit the accounts and records of the Consultant including, but not limited to, payroll records and federal tax return, supporting all payments for Services hereunder on the basis of multiple of Direct Salaries and reimbursement of actual expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes § 287.055, the Consultant hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete and current as of the date of the submittal. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant sums where the Owner determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Consultant under this Agreement shall be made within one (1) year following the end of the Agreement.

3.11 INSPECTOR GENERAL (IG), INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG): Pursuant to MDC Code Section 2-1076; the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Consultant from IG, the Consultant shall make all requested records and documents available to the IG for inspection and copying.

The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until 3 years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

- (1) If this Agreement is completely or partially terminated, the Consultant shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and

operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant by ETSD under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, this Agreement is federally funded where federal or state law or regulations preclude such a charge. The Consultant shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG is authorized to investigate any alleged violation by a Consultant of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the Consultant, its officers, agents and employees. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this Agreement.

The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable to the Miami-Dade Aviation Department because this Agreement is either financed by aviation revenue bonds, or funded by aviation revenue, which are subject to federal regulations.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Consultant is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an Independent Private Inspector General (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with

Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of Consultant, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Agreement, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful sub-consultants and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

3.12 DEDICATED ALLOWANCE ACCOUNT TO PAY FOR IG SERVICES: Pursuant to section 2-1076 of the Code, MDAD will establish a Dedicated Allowance Account within this Agreement to pay for IG services.

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.13.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, is a work for hire and shall become the property of the Owner; however, the Owner may grant to the Consultant a non-exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

3.13.2 The Consultant is permitted to reproduce copyrighted material described above subject to written approval from the Owner.

3.13.3 At the Owner's option, the Consultant may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Consultant for such adaptations will

be limited to an amount not greater than fifty percent (50%) of the original fee earned to adapt the original copyrighted material to a new site.

- 3.13.4 The Owner shall have the right to modify the project or any components thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.
- 3.13.5 The Consultant shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended by having on file or filing within thirty (30) days of the execution of the Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152-1550.
 - A. A source of income statement
 - B. A current certified financial statement
 - C. A copy of the Consultants current Federal Income Tax Return

3.14 LAWS AND REGULATIONS:

- 3.14.1 The Consultant shall, during the term of this Agreement, be governed by federal, state and Miami-Dade County laws, statutes, ordinances, regulatory orders, Codes and resolutions that may have a bearing on the Services involved in this project.
- 3.14.2 The Agreement shall be governed by the laws of the State of Florida. Venue for any action or claim arising from this Agreement shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court in and for the Southern District of Florida.
- 3.14.3 The documents prepared for MDAD by the Consultant and its Sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49 C.F.R. Parts 1500 et alia Civil Aviation Security Rules and other MDAD Security Procedures and shall bear the following warning:

Warning Notice: This record contains Sensitive Security Information that is controlled under the provisions of 49 C.F.R. parts 15 and 1520. No part of this record may be disclosed without a "need to know", as defined in 49 C.F.R. Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

- 3.14.4 In accordance with Florida Statutes § 119.07(3)(ee), entitled "Inspection, Examination, and Duplication of Records; Exemptions", all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of subsection (1) and s. 24(a), Article I of the Constitution of the State of Florida. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.
- 3.14.5 In addition to the above requirements in this sub-article, the Consultant agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed.
- 3.15 **CORRECTIONS TO CONTRACT DOCUMENTS:** The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the contract document prepared by the Consultant including the documents prepared by its sub-consultants. Compliance with this article shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the contract documents and other documents or Services related thereto.
- 3.16 **WARRANTY:** The Consultant warrants that the Services furnished to the Owner under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida applicable to the design and construction of public and commercial facilities.
- 3.17 **OWNER REPRESENTATIVE:** The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Consultant, shall be issued by or through the Project Manager. The Consultant shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances which arise that might affect the performance of the Services or of the work.
- 3.18 **SECURED AREAS/AIRFIELD OPERATIONS AREA/SECURITY IDENTIFICATION DISPLAY AREA/STERILE AREAS SECURITY:**
- 3.18.1 The Consultant acknowledges and accepts full responsibility for compliance with all applicable federal, state, and local laws, rules and regulations including those of the Transportation Security Administration ("TSA"), Department of Homeland Security Administration ("DHS"), FAA and MDAD as set forth from time to time

relating to Contractor's activities at the Miami International Airport ("MIA" or the "Airport").

- 3.18.2 In order to maintain high levels of security at MIA, the Consultant must obtain MDAD photo identification badges for all the Consultant employees working in the secured areas, AOA, security identification display area ("SIDA"), sterile areas, or any other restricted areas of the Airport. All Consultant employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history records checks.
- 3.18.3 The Consultant shall be responsible for requesting MDAD to issue identification badges to all employees who the Consultant requests be authorized access to the secured areas, AOA, SIDA, sterile areas, and any other restricted areas of the Airport and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the Identification badges of all personnel transferred from Airport assignment or terminated from the employ of the Consultant or upon final acceptance of the work or termination of this Agreement. The Consultant will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and identification issuance.
- 3.18.4 All employees of the Consultant, or Sub-consultants who must work within MDAD secured areas, AOA, SIDA, sterile areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, FAA and MDAD requirements as specified by MDAD at the time of application for the identification badge before an identification badge is issued. At the present time, MDAD Security and Safety Identification Section regularly provides SIDA training.
- 3.18.5 Consultant ramp permits will be issued to the Consultant authorizing vehicle entrance to the AOA through specified Miami-Dade Aviation Department guard gates for the term of any project. These permits will be issued only for those vehicles (including vehicles belonging to a Sub-consultant) that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must

have conspicuous company identification signs (minimum of three inch (3") lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

- 3.18.6 Only Consultant staff with pictured MDAD identification badges shall be allowed to operate a motor vehicle on the AOA without MDAD escort. The Consultant shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.
- 3.18.7 The Consultant agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Consultant from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with MDAD, TSA, DHS, FAA, or SIDA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Consultant acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, FAA, Federal Inspection Services ("FIS") agencies, and MDAD access control policies and procedures.

- 3.18.8 The Consultant understands and agrees that vehicle and equipment shall not be parked/stored on the AOA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 3.18.9 The Consultant understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by

the various FIS agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Consultant in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Contractor.

- 3.18.10 Notwithstanding the specific provisions of this article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/FAA/FIS agencies.
 - 3.18.11 The Consultant shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate federal agencies may from time to time require.
 - 3.18.12 Consultant agrees that it will include in all contracts and subcontracts with its MIA Sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the airport. The Consultant agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, FAA, FIS agencies or MDAD upon Consultant's Sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions, the Consultant shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.
- 3.19 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the Owner is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other consultant to perform any incidental Basic Services, Additional Services or other Professional Services within the contract limits defined in the agreement. The Consultant shall have no claim against the Owner as a result of the Owner electing to retain or utilize such other Architect, Engineer, Design Professional or other consultant to perform any such incidental Services.
- 3.20 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with Miami-Dade County Resolution No. 744-00, the Consultant shall identify in Appendix 2, attached hereto, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when the Owner determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications or capabilities to perform the necessary services.

3.21 CONSULTANT RESPONSIBILITY:

- 3.21.1 During the term of this Agreement, the Consultant shall satisfy and maintain all valid technical certifications as required under technical categories 15.01 Surveying and Mapping – Land Surveying, and 15.02 Surveying and Mapping Aerial Photogrammetry. The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Sub-consultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting consultant with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and represents that the work conforms to the Owner's requirements as set forth in the Agreement. The Consultant shall be and remain liable to the Owner for all damages in accordance with applicable law caused by any failure of the Consultant or its Sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. The Consultant is responsible for the performance of work by Sub-consultants and in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.
- 3.21.2 In addition to all other rights and remedies that the Owner may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies that result from the Consultant's failure to perform in accordance with the above standards. The Consultant shall also be liable for the cost of replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Consultant services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the work or for the period of design liability required by applicable law.
- 3.21.3 The Owner shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither Owner's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Consultant and its Sub-consultants shall be and remain liable to the Owner

Within Owner's written notification of deficient, defective services, Consultant shall be provided information regarding the Owner's

process of appeal in effect at the time that may be afforded to the Consultant.

- 3.22 **CONSULTANT PERFORMANCE EVALUATION:** In accordance with Miami-Dade County A.O. 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Consultant is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.
- 3.23 **ENTIRETY OF AGREEMENT:** This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements between the parties hereto, either written or oral, pertaining to the project(s). This Agreement shall not be amended except by written Amendment.
- 3.24 **PROMPT PAYMENT:** It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- 3.25 **CERTIFICATION OF WAGE RATES:** In accordance with Florida Statute 287.055, 5(a), the Consultant firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the County, or one (1) following the end of the contract, whichever is later.
- 3.26 **ETHICS COMMISSION:** Pursuant to Section 2-11.1(w) of the Code of Miami-Dade Ethics Commission has jurisdiction over Consultants and vendors. The Consultant firm must provide the Ethics Commission with a written report regarding its compliance with any restriction contained in the advisory opinion

issued by the Ethics Commission to the Consultant firm, sub-consultants, or team members within ninety (90) days of each task assignment. The report must be submitted to the Executive Director, Commission on Ethics and Public Trust at 19 West Flagler St., Suite 207, Miami, Florida 33130.

- 3.27 TRUTH IN NEGOTIATION: Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars (\$150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.
- 3.28 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.

ARTICLE 4 SERVICES TO BE PERFORMED

- 4.1. SERVICE ORDER PROCEDURES: There are no specific projects to be designated under this Agreement. The Consultant shall be issued Service Orders as the need for Services arises. The Service Order shall cover in detail the scope, time for completion, and the compensation for the work to be accomplished. No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order. The Consultant is not entitled to any amount of work or fees under this Agreement.
- 4.1.1. Upon request by the Owner and prior to the issuance of a Service Order, the Consultant shall submit a proposal based on the represented scope of work requested by the Owner. This proposal should include appropriately defined deliverables and an implementation and phasing plan to complete the work within the time frames requested by the Owner. Prior to submitting an invoice, the Consultant acknowledges and agrees that the services will be reviewed by the County during a two (2) week period to ensure professional quality, technical accuracy, completeness, and whether the services were coordinated and performed within the specified time period and specified cost as provided by this Agreement (including the work performed by Sub-consultants). The Owner shall confer with the Consultant before any Service Order is issued to discuss and agree upon the scope, time for completion, and maximum fee for Services to be rendered pursuant to the Service Order. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. Upon agreement by the Owner and the Consultant on the scope of services, time of completion, and

maximum fee, the Owner shall issue a Service Order to perform the work. In the event of any conflicting provisions (with respect to scope of services) between this article and the Service Order, the provisions (with respect to scope of services) of the Service Order shall prevail.

- 4.1.2. Each proposal that the Consultant submits for individual projects shall, as a minimum, include:
- a. The number of personnel for each service classification to be used for the requested scope of services. Service classifications shall be limited to those listed in the Fee Schedule included in Appendix 3 of this Agreement. Other service classifications may be proposed where highly specialized disciplines are required. For any other service classifications proposed for a particular assignment, the Consultant shall submit a classification description and a justification for needing the additional classification(s). Such other classifications shall only be authorized by Service Order. The use of or rejection of such other job classifications shall be at the sole discretion of the Owner.
 - b. The current rates for all personnel proposed. Wage rates shall not exceed the rates in the Fee Schedule in Appendix 3 of this Agreement.
 - c. Each individual service order must include the estimated number of hours for each individual proposed, per classification, and a total to be paid to the Consultant for each assigned individual. These individual totals shall be summed to show the total personnel costs being proposed by the Consultant for the indicated scope of work.
 - d. All other services, including the estimated hours of flight services and the amount of photo lab services, when requested.

4.2 SCOPE OF SERVICES: The scope of work provides for professional services to be performed for the ongoing need of photogrammetric, topographic, planimetric mapping and LiDAR for the Miami-Dade Aviation Department ("MDAD") of Miami International Airport ("MIA") and the five County owned auxiliary airports which include Kendall-Tamiami Executive Airport, Opa-Locka Executive Airport, Opa-Locka West, Homestead General Airport and Dade Collier Training and Transition Airport, as well as, the coverage area of the County's enterprise Geographic Information System ("GIS") supported by the Enterprise Technology Services Department ("ETSD"). The GIS coverage area consists of approximately 543 square miles inside the UDB and 604 square miles outside the UDB, but it may grow in the future.

These services may include, but may not be limited to aerial photography, ground control, topographic mapping, planimetric mapping, airspace mapping, cross sections, raster imagery, orthophoto products, photographic prints, global

positioning system survey data and topographic LiDAR services. All data provided to MDAD must be compliant with the current Federal Aviation Administration ("FAA") guidelines and be compatible with MDAD's GIS database. All data provided to ETSD must be compatible with the County's enterprise GIS database. The Consultant's services shall include, but shall not necessarily be limited to, the following:

4.2.1 Aerial Photography

4.2.1 Provide photography at negative scales of 1"=25' and above', and various high altitude scales with 60% forward lap and 30% side lap, in both color and black & white, infrared, and Light Detection And Ranging ("LIDAR"), as required.

Provide oblique color photography of all airports at various angles as required.

4.2.2 Ground Control

Provide necessary ground control established by a State of Florida registered Land Surveyor. Set panels tied into the State Plane Coordinate System and/or Airport Coordinate System as directed. Horizontal values will be referenced to the Florida State Plane Coordinate System, East Zone, and NAD 83 (90). All horizontal control will be second-order class better or I. Elevation values will be referenced to NGVD 29 datum. All vertical control will be Global Positioning System ("GPS") equivalent third-order or better.

4.2.3 Topographic Mapping

Provide topographic mapping at scales of 1"= 20' and 1"= 50' with half foot contour intervals and spot elevations at one tenth of a foot, showing all physical features, including those features as small as valves. Provide field check as required.

4.2.4 Planimetric Mapping

Provide controlled aerial, digital planimetric mapping at scales of 1"= 25' and above' as required. Provide necessary field checks as required.

4.2.5 Airspace Mapping

Provide computer generated contours of FAA imaginary surface contours, aircraft approach and departure slopes based on FAR Part 77 and FAR TERPS criteria. Provide computations, elevations and computer generated three-dimensional views of slopes and conical surfaces.

4.2.6 Cross Sections and Orthoproducts

Provide existing ground cross sections for planimetric drawings on grid format of runways, taxiways, aprons and roadways as directed. Provide overlay of proposed template as required.

4.2.7 Raster Imagery

Provide ortho-rectified digital format of vertical aerial photography at various scales. Analytical triangulation to be used to expand the horizontal control to each corner of the image file. Accuracy of raster image files will meet or exceed an accuracy of one half of one percent (0.5%) of the distance measured along the controlled alignment.

4.2.8 Orthophoto Products

Provide existing ground cross sections on grid format of runways, taxiways, aprons and roadways as directed. Provide overlay of proposed template as required.

4.2.9 Photographic Prints

Provide controlled photographic continuous tone positive enlargement prints of vertical aerial photography, at various scales as directed.. Provide continuous tone color photographic enlargement prints of color oblique photography at various sizes as directed.

4.2.10 Global Positioning System

Provide GPS survey data as required by the Department. Furnish raw data and adjustment information.

4.2.11 Analytic Aerial Triangulation Services

Provide fully analytic aerial triangulation services ("FAAT") as required to extend and densify ground control for service requested.

4.2.12 Digital Orthophotography for GIS

Provide digital orthophotography (black and white, color or infrared as specified), at specified resolution (0.25 – 1 foot pixel resolution) and horizontal accuracy (+/- 1 foot - +/- 5 foot) for areas inside and outside the Urban Development Boundary as specified by the Department. A GIS file in shapefile format with index structure will be provided to the vendor to identify the project area.

4.2.13 Update of GIS Planimetric Features

New or updates (areas to be specified by the Department) of planimetric features to include, but not limited to edges of street/road pavement, edges of street/road pavement centerlines, large building footprints, small building centroids, water bodies and railways for the specified project area and specified horizontal accuracy (± 1 or ± 2 or ± 5 -foot).

4.2.14 Creation of MrSID® Format files from digital orthophotography images at the specified compression ratio.

4.2.15 LIDAR collected data to meet the following baseline specifications:

- Horizontal Accuracy
 - Orthophoto - 7.6 foot (4.4 foot RMSE)
 - Terrestrial - 3.8 foot (2.2 foot RMSE)
- Vertical Accuracy
 - Orthophoto - based on digital elevation model
 - Terrestrial - .6 foot fundamental vertical accuracy.
- Post-Spacing / pixel size
 - Orthophoto - 1 foot
 - Terrestrial - 4 feet

If there is a different standard than is required by this article, it will be stated in the Service Order.

4.3 STANDARDS

4.3.1 All mapping work will be performed in accordance with Minimum Technical Standards of the Florida State Board of Professional Surveyors and Mappers.

4.3.1.1 Digital mapping accuracy for 1"=25' mapping, of well identified vertical features contained in the mapping will be measured to vertical positional accuracy of 0.15'. Horizontal accuracy for 1"=25' mapping, of well identified features will be measured to a horizontal positional accuracy of 0.6'. If there is a different standard than is required by this article, it will be stated in the Service Order.

4.3.1.2 Ninety percent (90%) of the well-defined ground features represented on orthophotos will be within the requested accuracy (+/- 1, 2, or 5 feet) of their true coordinate position as determined by test surveys. No feature will be displaced by more than double the number of feet of the requested accuracy (2, 4, or 10).

4.3.1.3 For planimetric mapping, ninety percent of all planimetric features mapped by the vendor which are well defined on the photographs will be plotted to within the requested accuracy (+/- 1, 2, or 5 feet) of their true coordinate position as determined by test surveys. No

feature will be displaced by more than double the number of feet of the requested accuracy (2, 4, or 10).

4.3.2 CADD layering standards will be provided by the Department.

4.3.3 When required, survey work will be performed under the supervision of a Licensed Professional Land Surveyor and in accordance with Minimum Technical Standards of the Florida State Board of Professional Surveyors and Mappers. However, should land surveying services be required for this Agreement, the Miami-Dade County Department of Public Work's pool for land surveying services will be accessed. Subject pool will be accessed, when required, by MDAD and/or ETSD, as applicable.

4.3.4 Photographic Standards

4.3.4.1 Overlap of individual exposures of photography will be maintained between 55 and 65 percent (55%-65%), for an average of 60 percent (60%) for the pertinent scales of photography taken.

4.3.4.2 Crab will not exceed 5 degrees (5°) between any two (2) consecutive photographs or exceed three degrees (3) on any one (1) flight line. At the earliest opportunity, new photography will be acquired to replace any photographs or flight lines that don't meet these specifications.

4.3.4.3 Sidelaps will average 30 percent (30%), ± 5 percent. Any adjacent negatives with sidelap of less than 25 percent (25%) or more than 35 percent (35%) will be rejected, and the affected flights will be reflowed at the earliest opportunity.

4.3.4.4 Tilt: Any two (2) successive negatives with tilt exceeding 5 degrees (5°) will be rejected, and new aerial photography for these areas will be acquired. Overall, tilt will average 1 degree (1°) or less.

4.3.5 Orthophotos should be developed in a manner that minimizes the effects of building lean (relief displacement) and prevent the loss of ground-level detail particularly in areas of tall buildings. Images should be merged to eliminate mismatches in brightness and tonal quality between tiles and to ensure that radially displaced features, such as buildings, are not distorted when ortho tiles are edge-matched.

4.4 DELIVERABLES

4.4.1 All digital mapping for MDAD will be delivered in AutoCAD 2010 format or latest AutoCAD version being utilized by the Department, on CD ROM or DVD, unless otherwise instructed. All raster imagery will be delivered in the specified format and digital media. All photographic prints will be on heavy weight continuous tone photographic paper.

- 4.4.2 An implementation plan will be the first deliverable of any project. The plan will cover every phase and task of the project. In both narrative and chart formats, the plan will illustrate the schedule and deliverables for each phase and task, and will clearly identify the team members responsible for each portion of the project. For GIS digital orthophotography projects, the schedule will include the following milestones and their deliverables: Aerial photography, ground control services, scanning (depending on type of camera use), analytic aerial triangulation, digital elevation model development, digital orthophotograph development, planimetric updates (if requested)
- 4.4.3 Flight line maps and camera calibration report will be delivered for aerial photography services.
- 4.4.4 GPS ground control report with the seal of a Florida Professional Surveyor and Mapper in accordance with Florida Minimum Technical Standards will be delivered for ground control services
- 4.4.5 Analytic triangulation report will be delivered for FAAT services.
- 4.4.6 For GIS projects if applicable, DEM digital files including the X,Y,Z values will be delivered in Florida State Plane coordinates NAD 83/90 and elevations in NGVD29. Vendor will work with MDAD and ETSD to select format in conformance with the GIS software that Miami-Dade County uses which includes, but is not limited to, ArcGIS 9.3.1, ArcGIS Server 9.3.1 and ArcSDE 9.3.1. or AutoCAD 2010. Furthermore, with the release of ArcGIS 10 and its suite of software, the deliverables will have to interface and be compatible with this new release as well.
- 4.4.7 For GIS projects if applicable, planimetric features (points, polygons and/or lines) will be delivered in conformance to the GIS software that MDAD and Miami-Dade County uses which includes, but is not limited to ArcGIS 9.3.1, ArcGIS Server 9.3.1 and ArcSDE 9.3.1. or AutoCAD 2010 Furthermore, with the release of ArcGIS 10 and its suite of software, the deliverables will have to interface and be compatible with this new release as well.
- 4.4.8 For GIS digital orthophotography projects, continuous-tone, digital orthophoto raster images in an agreed-upon tiling format covering the Miami-Dade County GIS project area will be provided at the required specified primary pixel resolution.
- 4.4.9 Digital orthophotography images will be delivered in GeoTiff, TIF (with world files) or MrSID or any other specified format using external hard drives as the interchange media. Backups in DVDs may be required as well. Miami-Dade County should also have the option of supplying USB(s) to the vendor.

- 4.4.10 For GIS digital orthophotography projects, final index maps (for tile structure and dates imagery was captured) will be delivered in a format in conformance to the GIS software that ETSD and MDAD uses which includes, but is not limited to, ArcGIS 9.3.1, ArcGIS Server 9.3.1 and ArcSDE 9.3.1. or AutoCAD 2010. Furthermore, with the release of ArcGIS 10 and its suite of software, the deliverables will have to interface and be compatible with this new release as well.
- 4.4.11 For all MDAD deliverables, all raster imagery must be in compliance with FAA Advisory Circular (AC) 150/5300-18B and 150/5300-17B, or latest version(s).
- 4.4.12 Final report sealed by a Florida Professional Surveyor and Mapper in accordance with the Florida Minimum Technical Standards will be provided.
- 4.5 SERVICES REQUIREMENTS: In furnishing the Services to perform the tasks set out this article, the Consultant shall:
- 4.5.1 Maintain adequate staff of qualified personnel on the work at all appropriate times to achieve its completion within the term specified in the applicable Service Order.
- 4.5.2 Cooperate to the fullest extent possible with the Department and the FAA and/or other regulatory agencies, as applicable, in the scheduling and coordination of all phases of the work.
- 4.5.3 Report the status of the work to the Department upon reasonable request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the reasonable inspection of the Department.
- 4.5.4 Submit for Department review computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Service Order. Submit for Department approval the final products upon incorporation of any modifications by the Department.
- 4.5.5 Confer with the Department as project required, during implementation of projects for which the Consultant has provided photogrammetric or other services as to interpretation of plans and other documents, correction of errors, omissions, and so forth. The Consultant shall not be compensated for the correction of errors and omissions caused by Consultant.
- 4.5.6 In times of an emergency, such as a hurricane or other such unforeseen occurrence, the Consultant shall provide a maximum twenty-four (24) hour initial response to provide necessary services to assess damage and provide necessary support to assist in the recovery effort.

**ARTICLE 5
COMPENSATION FOR SERVICES**

Owner agrees to pay to the Consultant and the Consultant agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this article. No payment will be made to the Consultant for work performed without a Service Order.

5.1 **PAYMENT FOR SERVICES:** The fee for Services authorized in accordance with this Agreement will be computed by one (1) of the following three methods:

1. Flat Rate
2. Not to Exceed
3. Fixed Lump Sum

5.1.1 Compensation to the Consultant for Services shall be based as follows:

5.1.1.1 Flat Rate: When approved based on resume qualifications and experience, compensation to the Consultant for Services shall be on the basis of flat rates in accordance with the approved fee schedule included in Appendix 3 to this Agreement. Any other classifications that may be used during the course of performing the Services and the hourly rate for such classifications shall only be authorized by Service Order.

5.1.1.2 Not to Exceed: Under this compensation basis, the Consultant is compensated for the actual time of personnel engaged directly in performing Services under this Agreement. In addition, the Consultant is compensated for other related services necessary to complete the photogrammetric mapping services. A not to exceed cap for the total fee for each assignment given under this compensation basis shall be established prior to the issuance of the Service Order. The compensation method shall be in accordance with the fee schedule included as Appendix 3 to this Agreement.

5.1.1.3 Agreed Lump Sum: Under this compensation basis, the Consultant agrees to perform specifically described Services for an agreed fixed dollar amount of compensation.

5.1.2 Compensation for authorized overtime services must be approved in writing by Owner prior to incurring overtime charges. For Employees that are salaried and are not required to be paid, time and one half for work over Forty 40 hours. Forty (40) hours multiplied by the base pay rate (\$) multiplied by the appropriate multiple (M) based on whether the Services are Additional or Work Site; plus Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate (\$) multiplied by 1.1. Using

conventions contained in Microsoft Excel, the equation for this would be:

$$(40*\$*M) + (Hrs*\$*1.1)$$

For Employees that are on an hourly basis and are required to be paid at a time and one half overtime rate. Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the premium pay rate (\$*1.5) and then multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

$$(40*\$*M) + (Hrs*\$*1.5*1.1)$$

EXAMPLE

Hours worked during week = 50

Pay rate = \$30/hr.

Multiplier = 2.65

$$(40*30*2.65) + (10*30*1.1) = 3180+330 = \$3510 \text{ or}$$

EXAMPLE

Hours worked during week = 50

Pay rate = \$30/hr.

Multiplier = 2.65

$$(40*30*2.65) + (10*30*1.5*1.1) = 3180+495 = \$3675$$

5.1.3 NON-COMPENSABLE CHARGES: Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind including but not limited to, insurance, local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications, mailing, stenographic, nor shall it invoice for other employee time or travel and substance not directly related to the project. The above Compensation shall cover all such costs pertinent to the project.

5.2 INVOICES AND METHODS OF PAYMENT: The Consultant shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments stating that the Services have been performed per this Agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. Invoices shall include the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the project. Additional format requirements, content and submittal date of the invoice shall be as specified by the Project Manager. The Owner shall make payment in accordance with the provisions of Chapter 218 of the Florida Statutes. However, the Owner may reject the invoice in whole or in part. If rejected, the Owner shall notify the Consultant in writing specifying the deficiencies and corrective action

required. If the Owner rejects only a part of the invoice, the Owner shall pay the undisputed portion of the invoice on a timely basis. Rejected or partially rejected invoices shall be corrected by the Consultant and resubmitted to the Project Manager for payment. Resubmitted partially rejected invoices shall separately indicate the previously undisputed amount of the invoice.

- 5.3 **PAYMENTS TO SUB-CONSULTANTS:** All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided for herein or within a Service Order. The Consultant shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es), in the next following invoice submitted by the Consultant to the Owner. The Consultant shall not submit invoices which include charges for Services by Sub-consultant(s), unless such Services have been performed satisfactorily and the charges are payable to such Sub-consultant(s) pursuant to this Agreement. The Consultant shall make all payments to such Sub-consultant(s) promptly following receipt by Consultant of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Consultant shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.
- 5.4 **CONSEQUENCE FOR NON-PERFORMANCE:** The cost of any damages incurred by the Owner as a result of errors or omissions in the Consultant's services and/or of the Consultant's failure to complete its services in the time specified in a Service Order shall be deducted by the Owner from each invoice until such time as the cost of those damages have been fully recovered by the Owner.
- 5.5 **PAYMENT FOR TERMINATED, SUSPENDED, OR ABANDONED SERVICES:** In the event of termination or suspension of the Services or abandonment of the Agreement, the Consultant shall be compensated as provided for below.
- 5.5.1 Payment for Services completed and approved prior to receipt by the Consultant of notice of termination, abandonment, or suspension for which payment has not yet been made to the Consultant by the Owner, shall be made in the same manner as would have been required had such action not occurred.
- 5.5.2 For Services partially completed and satisfactorily performed prior to receipt by the Consultant of notice of termination, abandonment, or suspension, the Consultant shall be compensated on the basis of payment in the same manner as would have been required had such action not occurred, adjusted to the level of the completed portion of the Service. A claim by the Consultant for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been terminated, abandoned,

or suspended.

5.5.3 Upon payment to the Consultant for Service associated with abandoned, terminated or suspended Services in accordance with this article, the Consultant shall have no further claim for Services related to the abandoned, terminated or suspended Services.

5.5.4 No payment shall be made by the Owner to the Consultant for loss of anticipated profit(s) from any abandoned, terminated or suspended Services.

5.6 MDAD PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described below will be reimbursed by MDAD as substantiated by a Service Order and verified by appropriate bills, invoices or statements.

5.6.1 Unless otherwise specifically authorized by Service Order, Reimbursable Expenses shall be limited to:

5.6.1.2 Sub-consultants, when recommended by the Consultant, and approved by MDAD in writing, and when in the opinion of the Consultant, said Sub-consultant services are necessary for the accomplishment of the Services. Reimbursable Services are those that are beyond the service requirements outlined in the Summary of Services in article 4.2.

5.6.1.3 Cost of acquiring Project Specific Professional Liability Insurance by the Consultant.

5.6.2 Payment for Reimbursable Expenses may be requested monthly and shall be made on duly certified invoices listing such expenses and substantiated by supporting documentation. Provided there are no problems with an invoice, as determined by the Project Manager, payment by the Owner shall be in accordance with the "Florida Prompt Payment Act", Part VII, Chapter 218, Florida Statutes.

5.7 MAXIMUM PAYABLE FOR SERVICES: The aggregate sum of all payments to the Consultant for Services and Reimbursable Expenses shall not exceed **\$7,158,125.00**. Of this amount, the dollar allocation for MDAD is **\$3,575,000.00** and ETSD is **\$3,583,125.00** for the four (4) year term of the agreement. Any portion of these sums for which the Project Manager does not authorize payment in writing shall remain the property of Owner.

5.8 MAXIMUM MDAD PAYABLE FOR REIMBURSABLE EXPENSES: The MDAD aggregate sum of all payments to the Consultant for Reimbursable Expenses shall not exceed **Three Hundred Fifty Thousand Dollars (\$350,000.00)**. Any portion of these sums for which the Project Manager does not authorize payment in writing shall remain the property of MDAD.

- 5.9 INSPECTOR GENERAL (IG) DEDICATED ALLOWANCE ACCOUNT: MDAD will hereby establish one (1) dedicated Allowance Account to pay for mandatory random audits by the County's Inspector General pursuant to section 2-1076 of the Code. The amount for the Inspector General dedicated **Allowance Account for MDAD is hereby set at Eight Thousand One Hundred Twenty-Five Dollars (\$8,125.00)**. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.
- 5.10 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The total authorized amount for this Agreement, including Reimbursable Expenses and dedicated Allowance Account is **\$7,166,250.00**.

**ARTICLE 6
EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

- 6.1 EQUAL EMPLOYMENT OPPORTUNITY: The Consultant shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Consultant shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to the provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Consultant shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act, effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes §§ 112.041, 112.042, and 112.043, and Miami-Dade County Code §§ 11A1 through 13A1, Articles 3 and 4.

The Consultant shall assign responsibility to one of its officials to develop procedures that will assure that the policies of equal employment opportunity and affirmative action are understood and implemented.

- 6.2 **NONDISCRIMINATORY ACCESS TO PREMISES:** The Consultant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises; (2) that the Consultant shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation("DOT").
- 6.3 **BREACH OF NONDISCRIMINATION COVENANTS:** In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenants contained in sub-article 7.1 Equal Employment Opportunity and sub-article 7.2 Nondiscriminatory Access to Premises above, pursuant to the complaint procedures contained in the applicable federal regulations, and the Consultant fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to sub-article 3.7 Termination of Agreement hereof.
- 6.4 **NONDISCRIMINATION:** During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Consultant books, records, accounts by the County and compliance review agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement sub-article hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include sub-article 6.1 Equal Employment Opportunity and sub-article 6.2 Nondiscriminatory Access to Premises of this article in Consultant sub-contracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each Sub-consultant.

The Consultant shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a Sub-consultant as the result of such direction by the County or by the United States, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- 6.5 **DISABILITY NONDISCRIMINATION AFFIDAVIT:** By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Consultant attests that this is not in violation of the Americans with Disabilities Act of 1990 (and related acts) or Miami-Dade County Resolution No. R-385-95. If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant is found by the responsible enforcement officer of the Courts or the County to be in violation of the act or the resolution, such violation shall render this Agreement terminable in accordance with the Termination of Agreement sub-article hereof. This contract shall be void if the Consultant submits a false affidavit pursuant to this resolution or the Consultant violated the act or the resolution during the term of this Agreement, even if the Consultant was not in violation at the time it submitted its affidavit.
- 6.6 **AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES:** In accordance with the requirements of section 2-8.1.5 of the Code, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Small Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose boards of directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their boards of directors, showing the race or ethnicity of each board member, to the County's Department of Small Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with section 2-8.1.5 of the Code. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Code. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

- 6.7 **SANCTIONS FOR CONTRACTUAL VIOLATIONS:** This Agreement provides that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Miami-Dade County Administrative Order (A.O.) 3-39 may result in the imposition of one (1) or more of the sanctions listed in the A.O.
- 6.8 **CONTRACT MEASURES:** There are no contract measures applicable to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

CONSULTANT (CORPORATION)

Aerial Cartographics of America Inc.
Legal Name of Corporation

ATTEST:

Secretary: *Norma Hernandez*
Signature and Seal

By: *[Signature]*
Consultant - Signature

Norma Hernandez
Type Name

David Ledgerwood, Senior Vice President
Type Name & Title

CONSULTANT (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

Witness: _____ By: _____
Legal Name
Signature
Witness: _____
Type Name

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSERS

Legal Sufficiency: _____ Date: _____
Assistant County Attorney

ATTEST:

_____, CLERK

BY: _____
Deputy Clerk

By: _____
Mayor

(Miami-Dade County Seal)

APPENDIX 1
PRINCIPALS OF THE CONSULTANT

| Name | Title |
|------------------|--------------------|
| James Humphrey | President |
| David Ledgerwood | Sr. Vice President |
| Steven Kuda | Sr. Vice President |
| Kerry Brown | Vice President |

APPENDIX 2

**CRITICAL PERSONNEL
(Per Article 3.20)**

| STAFF PERSON | TITLE | COMPANY |
|---------------------|------------------------|----------------|
| James Humphrey | President/PSM | ACA |
| David Ledgerwood | Sr. Vice President | ACA |
| Steven Kuda | Sr. Vice President/PSM | ACA |
| Kerry Brown | Vice President/PSM | ACA |
| Edward Beute | Vice President/SPM/CP | ACA |
| Mark Detrick | Sr. Vice President | ACA |
| Larry Bland | Survey Manager/PSM | ACA |

APPENDIX 3
FEE SCHEDULE
(Attached)

E10-MDAD-03

E10-MDAD-03 Photogrammetric Mapping and LiDAR Services

ACA Negotiated Fees Approved on June 30, 2011

6/30/2011

**ACA
Contract
Fees**

Mapping Task

Item A Aircraft Fees (Per Hour)

Fixed Wing, Take Off to Landing (Hourly Rate)

\$700.00

Optional Grand Caravan (Additional Aircraft for Multi Sensor Projects)

\$1,300.00

Helicopter for LAMP

\$1,600.00

Item B Film Material Fees (Per Exposure)

| | | | |
|-------------------|-----------------|----|-------|
| 0 to 50 Exposures | Black and White | \$ | 11.96 |
| 51-70 Exposures | Black and White | \$ | 11.51 |
| 71-100 Exposures | Black and White | \$ | 10.84 |
| 101-125 Exposures | Black and White | \$ | 10.19 |
| 126-150 Exposures | Black and White | \$ | 9.50 |
| 151-200 Exposures | Black and White | \$ | 9.05 |
| 201- Full Roll | Black and White | \$ | 8.82 |
| 0 to 50 Exposures | Color | | 21.39 |
| 51-70 Exposures | Color | \$ | 20.17 |
| 71-100 Exposures | Color | \$ | 18.84 |
| 101-125 Exposures | Color | \$ | 17.11 |
| 126-150 Exposures | Color | \$ | 15.64 |

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151-200 Exposures Color \$ 14.31
 201- Full Roll Color na

Additional Paper Contact Prints on Existing Aerial Photos

Contact Prints: (One only) Black & White \$ 15.57
 Color \$ 21.64
 Contact Prints: (Two or more) Black & White \$ 6.85
 Color \$ 10.55

Photo Indexes: Assembled, photo copied, reduced to 50% of original negative. Includes one print on 20" x 24" paper

Index Print and Negative (Per Index) \$ 378.75
 Additional Prints of Index (Per Index) \$ 121.20
 B&W Diapositive (Each) \$ 14.06
 Color Diapositive (Each) \$ 21.64

Item C Schedule of Unit Price Fees for Aerial Imagery

Film Positive Enlargement w/o Border (24" x 24") (Each) \$ 265.12
 Film Positive Enlargement w/o Border (24" x 36") (Each) \$ 286.76
 Film Positive Enlargement w/o Border (36" x 36") (Each) \$ 297.58
 Photo Enlargement FDOT Standard Plan Profile (Each) \$ 335.46
 Photo Enlargement, Dual Strip, FDOT Sheet Format (Each) \$ 443.67
 Duplicate Enlargement (Each) \$ 178.55
 Paper Photo Enlargement w/o Border (24" x 24"), (Each) \$ 234.39
 Paper Photo Enlargement w/o Border (24" x 36"), (Each) \$ 232.65
 Paper Photo Enlargement w/o Border (36" x 36"), (Each) \$ 239.15

of 10

Unmounted Enlargements

| | | |
|---|----|----------|
| Paper Color Photo Enlargement (20" x 24"), (Each) | \$ | 324.63 |
| Paper Color Photo Enlargement (24" x 24"), (Each) | \$ | 427.44 |
| Paper Color Photo Enlargement (36" x 36"), (Each) | \$ | 616.80 |
| Paper Color Photo Enlargement (36" x 48"), (Each) | \$ | 757.48 |
| Paper Color Photo Enlargement (36" x 60"), (Each) | \$ | 789.95 |
| Paper Color Photo Enlargement (36" x 96"), (Each) | \$ | 1,547.43 |

Mounted Enlargements

| | | |
|---|----|----------|
| Paper Color Photo Enlargement (20" x 24"), (Each) | \$ | 443.67 |
| Paper Color Photo Enlargement (24" x 24"), (Each) | \$ | 595.17 |
| Paper Color Photo Enlargement (36" x 36"), (Each) | \$ | 854.87 |
| Paper Color Photo Enlargement (36" x 48"), (Each) | \$ | 1,082.12 |
| Paper Color Photo Enlargement (36" x 60"), (Each) | \$ | 1,103.76 |
| Paper Color Photo Enlargement (36" x 96"), (Each) | \$ | 2,207.52 |

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Item D Schedule of Unit Price Fees for Photogrammetric Services: Applicable for Roadway and runway mapping only.
 (Does not include Aerial Photography Mission, Film Processing, Contact Prints, Survey Ground Control, or Aerial Triangulation)

Dense Urban Topo Features

* 2D: 1" = 100 ft scale accuracy (Digitizing Planimetric Details: CADD Topo Files)
 % 2D: 1" = 40 ft scale accuracy

| | |
|---|-------------|
| * 50 ft R&L of CL (100ft width) per mile | \$ 1,484.00 |
| % 50 ft R&L of CL (100ft width) per mile | \$ 1,798.57 |
| * 100 ft R&L of CL (200ft width) per mile | \$ 2,293.00 |
| % 100 ft R&L of CL (200ft width) per mile | \$2,778.88 |
| * 150 ft R&L of CL (300ft width) per mile | \$ 2,967.00 |
| % 150 ft R&L of CL (300ft width) per mile | \$3,595.88 |
| * 200 ft R&L of CL (400ft width) per mile | \$ 3,263.00 |
| % 200 ft R&L of CL (400ft width) per mile | \$3,955.14 |
| * 250 ft R&L of CL (500ft width) per mile | \$ 3,910.00 |
| % 250 ft R&L of CL (500ft width) per mile | \$4,738.59 |
| * 300 ft R&L of CL (600ft width) per mile | \$ 4,747.00 |
| % 300 ft R&L of CL (600ft width) per mile | \$5,754.65 |
| * Area Digitized Planimetric Details per Acre | \$ 73.00 |
| % Area Digitized Planimetric Details per Acre | \$88.73 |

Moderate Urban Topo Features

| | |
|---|-------------|
| * 50 ft R&L of CL (100ft width) per mile | \$ 1,200.00 |
| % 50 ft R&L of CL (100ft width) per mile | \$ 1,454.37 |
| * 100 ft R&L of CL (200ft width) per mile | \$ 1,720.00 |
| % 100 ft R&L of CL (200ft width) per mile | \$ 2,084.59 |

* 150 ft R&L of CL (300ft width) per mile \$ 2,420.00
% 150 ft R&L of CL (300ft width) per mile \$ 2,932.54

* 200 ft R&L of CL (400ft width) per mile \$ 2,630.00
% 200 ft R&L of CL (400ft width) per mile \$ 3,186.84

* 250 ft R&L of CL (500ft width) per mile \$ 3,236.00
% 250 ft R&L of CL (500ft width) per mile \$ 3,921.59

* 300 ft R&L of CL (600ft width) per mile \$ 3,741.00
% 300 ft R&L of CL (600ft width) per mile \$ 4,534.04

* Area Digitized Planimetric Details per Acre \$ 59.25
% Area Digitized Planimetric Details per Acre \$ 71.42

Suburban Topo Features

* 50 ft R&L of CL (100ft width) per mile \$ 874.00
% 50 ft R&L of CL (100ft width) per mile \$ 1,059.39

* 100 ft R&L of CL (200ft width) per mile \$ 1,395.00
% 100 ft R&L of CL (200ft width) per mile \$ 1,690.27

* 150 ft R&L of CL (300ft width) per mile \$ 1,979.00
% 150 ft R&L of CL (300ft width) per mile \$ 2,397.97

* 200 ft R&L of CL (400ft width) per mile \$ 2,246.00
% 200 ft R&L of CL (400ft width) per mile \$ 2,722.60

* 250 ft R&L of CL (500ft width) per mile \$ 2,731.00
% 250 ft R&L of CL (500ft width) per mile \$ 3,310.20

* 300 ft R&L of CL (600ft width) per mile \$ 3,034.00
% 300 ft R&L of CL (600ft width) per mile \$ 3,677.04

* Area Digitized Planimetric Details per Acre \$ 49.25
% Area Digitized Planimetric Details per Acre \$ 59.51

Rural Topo Features

| | |
|---|-------------|
| * 50 ft R&L of CL (100ft width) per mile | \$ 729.00 |
| % 50 ft R&L of CL (100ft width) per mile | \$ 883.00 |
| * 100 ft R&L of CL (200ft width) per mile | \$ 1,260.00 |
| % 100 ft R&L of CL (200ft width) per mile | \$ 1,526.87 |
| * 150 ft R&L of CL (300ft width) per mile | \$ 1,846.00 |
| % 150 ft R&L of CL (300ft width) per mile | \$ 2,236.74 |
| * 200 ft R&L of CL (400ft width) per mile | \$ 2,124.00 |
| % 200 ft R&L of CL (400ft width) per mile | \$ 2,574.36 |
| * 250 ft R&L of CL (500ft width) per mile | \$ 2,577.00 |
| % 250 ft R&L of CL (500ft width) per mile | \$ 3,122.99 |
| * 300 ft R&L of CL (600ft width) per mile | \$ 2,832.00 |
| % 300 ft R&L of CL (600ft width) per mile | \$ 3,432.47 |
| * Area Digitized Planimetric Details per Acre | \$ 40.50 |
| % Area Digitized Planimetric Details per Acre | \$ 48.69 |

Read and Compile/Cross Section Terrain Detail Data

Urban Topographic Area Cross Sections

* +/- 0.5ft Vertical Accuracy
% +/- 0.25 ft Vertical Accuracy

50 ft Interval

| | |
|---|-------------|
| * 50 ft R&L of CL (100ft width) per mile 14 Each | \$ 1,626.00 |
| % 50 ft R&L of CL (100ft width) per mile 14 Each | \$ 1,774.68 |
| * 100 ft R&L of CL (200ft width) per mile 16 Each | \$ 1,859.00 |
| % 100 ft R&L of CL (200ft width) per mile 16 Each | \$ 2,023.56 |
| * 150 ft R&L of CL (300ft width) per mile 20 Each | \$ 2,324.00 |
| % 150 ft R&L of CL (300ft width) per mile 20 Each | \$ 2,521.34 |

| | |
|---|-------------|
| * 200 ft R&L of CL (400ft width) per mile 22 Each | \$ 2,556.00 |
| % 200 ft R&L of CL (400ft width) per mile 22 Each | \$ 2,770.22 |
| * 250 ft R&L of CL (500ft width) per mile 24 Each | \$ 2,788.00 |
| % 250 ft R&L of CL (500ft width) per mile 24 Each | \$ 3,024.46 |
| * 300 ft R&L of CL (600ft width) per mile 28 Each | \$ 3,253.00 |
| % 300 ft R&L of CL (600ft width) per mile 28 Each | \$ 3,538.52 |
| <u>100 ft Interval</u> | |
| * 50 ft R&L of CL (100ft width) per mile 14 Each | \$ 813.00 |
| % 50 ft R&L of CL (100ft width) per mile 14 Each | \$ 892.74 |
| * 100 ft R&L of CL (200ft width) per mile 16 Each | \$ 929.00 |
| % 100 ft R&L of CL (200ft width) per mile 16 Each | \$ 1,017.19 |
| * 150 ft R&L of CL (300ft width) per mile 20 Each | \$ 1,162.00 |
| % 150 ft R&L of CL (300ft width) per mile 20 Each | \$ 1,266.07 |
| * 200 ft R&L of CL (400ft width) per mile 22 Each | \$ 1,278.00 |
| % 200 ft R&L of CL (400ft width) per mile 22 Each | \$ 1,390.52 |
| * 250 ft R&L of CL (500ft width) per mile 24 Each | \$ 1,394.00 |
| % 250 ft R&L of CL (500ft width) per mile 24 Each | \$ 1,525.79 |
| * 300 ft R&L of CL (600ft width) per mile 28 Each | \$ 1,626.00 |
| % 300 ft R&L of CL (600ft width) per mile 28 Each | \$ 1,771.42 |

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Rural Topographic Area Cross Sections

50 ft Interval

| | |
|---|-------------|
| * 50 ft R&L of CL (100ft width) per mile 14 Each | \$ 590.00 |
| % 50 ft R&L of CL (100ft width) per mile 14 Each | \$ 1,271.49 |
| * 100 ft R&L of CL (200ft width) per mile 16 Each | \$ 870.00 |
| % 100 ft R&L of CL (200ft width) per mile 16 Each | \$ 1,769.26 |
| * 150 ft R&L of CL (300ft width) per mile 20 Each | \$ 986.00 |
| % 150 ft R&L of CL (300ft width) per mile 20 Each | \$ 2,023.56 |
| * 200 ft R&L of CL (400ft width) per mile 22 Each | \$ 1,065.00 |
| % 200 ft R&L of CL (400ft width) per mile 22 Each | \$ 2,272.45 |
| * 250 ft R&L of CL (500ft width) per mile 24 Each | \$ 1,290.00 |
| % 250 ft R&L of CL (500ft width) per mile 24 Each | \$ 2,677.75 |
| * 300 ft R&L of CL (600ft width) per mile 28 Each | \$ 1,390.00 |
| % 300 ft R&L of CL (600ft width) per mile 28 Each | \$ 2,975.83 |

100 ft Interval

| | |
|---|-------------|
| * 50 ft R&L of CL (100ft width) per mile 14 Each | \$ 581.00 |
| % 50 ft R&L of CL (100ft width) per mile 14 Each | \$ 676.32 |
| * 100 ft R&L of CL (200ft width) per mile 16 Each | \$ 813.00 |
| % 100 ft R&L of CL (200ft width) per mile 16 Each | \$ 919.80 |
| * 150 ft R&L of CL (300ft width) per mile 20 Each | \$ 929.00 |
| % 150 ft R&L of CL (300ft width) per mile 20 Each | \$ 1,049.65 |
| * 200 ft R&L of CL (400ft width) per mile 22 Each | \$ 1,045.00 |
| % 200 ft R&L of CL (400ft width) per mile 22 Each | \$ 1,190.33 |

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| | |
|---|-------------|
| * 250 ft R&L of CL (500ft width) per mile 24 Each | \$ 1,220.00 |
| % 250 ft R&L of CL (500ft width) per mile 24 Each | \$ 1,385.11 |
| * 300 ft R&L of CL (600ft width) per mile 28 Each | \$ 1,336.00 |
| % 300 ft R&L of CL (600ft width) per mile 28 Each | \$ 1,514.96 |

Item E Aerial Photography Scanning
Aerial Photography Scanning, Computer Rectification and Geo Coding, Image Area up to 24" x 36"

| | |
|---|-----------|
| Rectified and Referenced Aerial Image (TIFF) File, per image | \$ 367.92 |
| Output: Single Rater (TIFF) file, per file | \$ 292.17 |
| Mosaic Digital Image into one continuous TIFF File, per sheet | \$ 54.00 |
| Raster Image Plot File, Per file | \$ 88.73 |
| DVD, each | \$ 75.74 |
| Hard Drive up to 1 TB | \$ 500.00 |

Item F Miscellaneous Items

| | |
|--|-----------|
| Aerial Triangulation Per Exposure | \$ 91.98 |
| Intermedaite Delivery of Planimetric Mapping, Per delivery | \$ 140.68 |
| CAD Services to add field gathered data, per hour | \$ 84.40 |

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Item G Digital Orthos- Film Camera, Using Existing DTM. Photo Acquisition Separate, See H2

Black & White Film

3 inch Pixel, per square mile, 1 ft accuracy \$ 850.00
Resampled to 1 ft Pixel Imagery, per mile \$ 4.00

1 ft Pixel +/- 2 ft accuracy, per square mile \$ 200.00
1 ft Pixel +/- 5 ft accuracy, per square mile \$ 25.00

Color

3 inch Pixel, per square mile, 1 ft accuracy \$ 1,200.00
Resampled to 1 ft Pixel Imagery, per mile \$ 4.00

1 ft Pixel +/- 2 ft accuracy, per square mile \$ 250.00
1 ft Pixel +/- 5 ft accuracy, per square mile \$ 25.00

Digital Orthos using Digital Camera, Using Existing DTM. Photo Acquisition Separate, See H2

Color

1 ft Pixel, +/- 2ft accuracy, per square mile \$ 175.00
1 ft Pixel, +/- 5ft accuracy, per square mile \$ 48.00

Color Infrared

1 ft Pixel, +/- 2ft accuracy, per square mile \$ 175.00
1 ft Pixel, +/- 5ft accuracy, per square mile \$ 50.00

Color Infrared if Ordered and Processed at the same time as Color

1 ft Pixel, +/- 2ft accuracy, per square mile \$ 169.00
1 ft Pixel, +/- 5ft accuracy, per square mile \$ 26.00

Item H. Planimetric Services. New Planimetrics (Note: These planimetric updates are for County wide work only and do not apply to airports).

Does not include Photo Acquisition Fee, See H2

Update to New Planimetrics

Planimetrics at +/- 1 ft positional accuracy

| | |
|--|-------------|
| Edge of Pavement Lines, per square mile | \$ 5,650.00 |
| Pavement Centerlines, per square mile | \$ 2,980.00 |
| Large Building Footprints, Polygons, per square mile | \$ 4,176.00 |
| Small Building Footprints, Polygons, per square mile | \$ 2,850.00 |
| Water Bodies, Polygons/Lines, per square mile | \$ 900.00 |
| Railways, Lines, per square mile | \$ 261.00 |

Planimetrics at +/- 2 ft positional accuracy

| | |
|--|-------------|
| Edge of Pavement Lines, per square mile | \$ 2,650.00 |
| Pavement Centerlines, per square mile | \$ 1,566.00 |
| Large Building Footprints, Polygons, per square mile | \$ 2,088.00 |
| Small Building Footprints, Polygons, per square mile | \$ 1,566.00 |
| Water Bodies, Polygons/Lines, per square mile | \$ 500.00 |
| Railways, Lines, per square mile | \$ 131.00 |

Planimetrics at +/- 5 ft positional accuracy

| | |
|--|-----------|
| Edge of Pavement Lines, per square mile | \$ 200.00 |
| Pavement Centerlines, per square mile | \$ 50.00 |
| Large Building Footprints, Polygons, per square mile | \$ 50.00 |
| Small Building Footprints, Polygons, per square mile | \$ 75.00 |
| Water Bodies, Polygons/Lines, per square mile | \$ 150.00 |
| Railways, Lines, per square mile | \$ 33.00 |

Update to Existing Planimetrics

Planimetrics at +/- 1 ft positional accuracy

| | |
|--|-------------|
| Edge of Pavement Lines, per square mile | \$ 3,650.00 |
| Pavement Centerlines, per square mile | \$ 2,067.00 |
| Large Building Footprints, Polygons, per square mile | \$ 2,200.00 |
| Small Building Footprints, Polygons, per square mile | \$ 2,067.00 |
| Water Bodies, Polygons/Lines, per square mile | \$ 980.00 |
| Railways, Lines, per square mile | \$ 172.00 |

Planimetrics at +/- 2 ft positional accuracy

| | |
|--|-------------|
| Edge of Pavement Lines, per square mile | \$ 2,067.00 |
| Pavement Centerlines, per square mile | \$ 900.00 |
| Large Building Footprints, Polygons, per square mile | \$ 1,275.00 |
| Small Building Footprints, Polygons, per square mile | \$ 1,034.00 |
| Water Bodies, Polygons/Lines, per square mile | \$ 250.00 |
| Railways, Lines, per square mile | \$ 86.00 |

Planimetrics at +/- 5 ft positional accuracy

| | |
|--|-----------|
| Edge of Pavement Lines, per square mile | \$ 100.00 |
| Pavement Centerlines, per square mile | \$ 60.00 |
| Large Building Footprints, Polygons, per square mile | \$ 48.00 |
| Small Building Footprints, Polygons, per square mile | \$ 75.00 |
| Water Bodies, Polygons/Lines, per square mile | \$ 100.00 |
| Railways, Lines, per square mile | \$ 22.00 |

Item H2. Photo Acquisition - Film Camera (Small Project Areas)

Includes Aerial Photography, Image Scanning, & Aerial Triangulation, per square mile

| | | |
|--|-------|-----------|
| 0.25 ft pixel +/- 1 ft positional accuracy | B&W | \$ 600.00 |
| | Color | \$ 600.00 |
| 1 ft pixel +/- 2 ft positional accuracy | B&W | \$ 225.00 |
| | Color | \$ 225.00 |
| 1 ft pixel +/- 5 ft positional accuracy | B&W | \$ 50.00 |
| | Color | \$ 50.00 |

Item H2. Photo Acquisition - Digital Camera, per square mile (Projects Less than 1100 Square Miles): Per Square Mile Pricing

| | | | |
|--|-------|-----------|---|
| 0.25 ft pixel +/- 1 ft positional accuracy | B&W | Included | Additional Item, B&W at no additional cost when Color Ordered |
| | Color | \$ 410.00 | Additional Item |
| | CIR | \$ 410.00 | Additional Item |
| 0.5 ft pixel +/- 1 ft positional accuracy | B&W | Included | Additional Item, B&W at no additional cost when Color Ordered |
| | Color | \$ 310.00 | Additional Item |
| | CIR | \$ 310.00 | Additional Item |
| 1 ft pixel +/- 2 ft positional accuracy | B&W | Included | Additional Item, B&W at no additional cost when Color Ordered |
| | Color | \$ 210.00 | |
| | CIR | \$ 210.00 | |
| 1 ft pixel +/- 5 ft positional accuracy | B&W | Included | Additional Item, B&W at no additional cost when Color Ordered |
| | Color | \$ 50.00 | |
| | CIR | \$ 50.00 | |

Item I. Specialized Files

Mr Sids Compression, Per Hour \$ 79.96 Plus \$0.01 per MB for Mr Sids Royalty Fee

Item J: LIDAR Acquisition/Processing, 3 ft. point spacing, Minimum of 150 square miles (All other point spacings to be quoted separately).

| | |
|---|-----------|
| Mobilization per square mile | \$ 102.00 |
| Acquisition per square mile | \$ 385.00 |
| Processing to adjusted LAS data set per square mile | \$ 375.00 |

Note: LIDAR Projects significantly vary by scope. The above pricing is just a guide for budgeting purposes. Each project will vary by size, specifications, and survey requirements

Item K: Labor Classification: Rates per Hour

| | |
|-----------------------------|-----------|
| Mapping | |
| Photogrammetric Technician | \$ 92.00 |
| Airspace Mapping Specialist | \$ 135.00 |
| Cartographic Editor | \$ 98.00 |
| Orthophoto Specialist | \$ 85.95 |
| Project Director | \$ 165.00 |
| Project Manager | \$ 126.06 |
| CP/Supervisor | \$ 129.88 |
| LIDAR Specialist | \$ 126.06 |
| PSM | \$ 126.06 |

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Surveying Labor Classification: Rates per Day

| | |
|---|-------------|
| General Land Survey, Non Airport | |
| Four Person Survey Crew | \$ 1,450.44 |
| Three Person Survey Crew | \$ 1,206.66 |
| Two Person Survey Crew | \$ 962.88 |
| GPS Surveying, Non Airport | |
| Four Person GPS Survey Crew | \$ 1,774.80 |
| Three Person GPS Survey Crew | \$ 1,531.02 |
| Two Person GPS Survey Crew | \$ 1,396.38 |

General Land Survey, Airport
 Four Person GPS Survey Crew
 Three Person GPS Survey Crew
 Two Person GPS Survey Crew

\$ 1,668.00 Includes Vehicle and Equipment Costs
 \$ 1,387.66 Includes Vehicle and Equipment Costs
 \$ 1,107.31 Includes Vehicle and Equipment Costs

GPS Surveying, Airport

Four Person GPS Survey Crew
 Three Person GPS Survey Crew
 Two Person GPS Survey Crew

\$ 2,041.02 Includes Vehicle and Equipment Costs
 \$ 1,760.67 Includes Vehicle and Equipment Costs
 \$ 1,605.84 Includes Vehicle and Equipment Costs

Other Surveying Staff (Note: Cost Per Hour)

Principal Surveyor \$ 162.18
 Surveyor-Computer \$ 91.80
 Draftsperson \$ 81.60

Item L: Proposed Method to Price Ortho projects for 1100 thru 1700 square mile projects (Digital Camera Only)

This pricing combines Items A, F (Aerial Triangulation), G (Digital Processing), and H2 (Digital Acquisition) and then applies a volume discount
 Pricing includes ground survey to achieve DOR and NSSDA accuracies and scope

DOR* DOR: 30 ground survey check points (Req'd each 500 Square miles)

*Meets DOT, FEMA, USGS, and SFWMD Specs

1 ft Pixel, per square mile
 Color \$ 125.00
 Color and Color IR, tasked at the same time, RGBI deliverable \$ 140.00

NSSDA: 20 ground survey check points (Required per project)

0.5 ft Pixel, per square mile

Color \$ 240.00
 Color and Color IR, tasked at the same time, RGBI deliverable \$ 260.00

0.25 ft Pixel, per square mile

Color \$ 465.00
 Color and Color IR, tasked at the same time, RGBI deliverable \$ 490.00

Note: For areas smaller than 1100 miles, film or digital, items A, F (Aerial Triangulation), G (Digital Processing), and H2 (Digital Acquisition) will be used to calculate the lump sum price

Item M: FAA 18B Airport Mapping Products

The purpose of this section is to provide budgetary cost ranges for Light to Dense Airport Updates to meet FAA Advisory Circular Requirements. The rates in Item H, Planimetric Updates are for ETSD tasks only and do not apply to airport work. Airport work requires 3D updates. FAA 18B includes the following Mapping/GIS Products:

- Imagery Plan
- Control Plan
- eALP Survey Plan
- Obstruction Surveys
- OEI Obstruction Surveys
- Digital Orthos
- CAD Deliverables
- ESRI Deliverables
- Obstruction Analysis

Budgetary Price Ranges would be

\$100,000 to \$600,000 per airport

Note: Not every airport requires all of the above. Each airport will have a custom lump sum price based upon the necessary FAA requirements. Pricing includes Acquisition, Processing, and Mapping (Ground Survey would be additional based upon the 18B products tasked)

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AFFIDAVITS

E10-MDAD-03

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MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE: **Photogrammetric Mapping and Light Detection and Ranging (LiDAR) Services**

PROJECT NUMBER: **E10-MDAD-03**

COUNTY OF Orange

STATE OF Florida

Before me the undersigned authority appeared David Ledgerwood (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Aerial Cartographics of America, Inc.

(Name of Entity)

1722 West Oak Ridge Road, Orlando, FL 32809

(Address of Entity)

4 / 5 - 0 / 5 / 3 / 5 / 5 / 0 / 2
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Senior Vice President

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

AFF-1

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**PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - "1 A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."
5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

**PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)**

Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. [Please indicate which additional statement applies.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has been placed on the convicted vendor list. [Please describe any action taken by or pending with the Florida Department of Management Services.]

**CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.cf

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

| CONTRACT DATE | DOLLAR AMOUNT OF ORIG.CONTRACT | FINAL AMOUNT OF CONTRACT | PERCENTAGE DIFFERENTIAL |
|----------------------|---------------------------------------|---------------------------------|--------------------------------|
|----------------------|---------------------------------------|---------------------------------|--------------------------------|

(1)

| | | | |
|-----------|---------------|-------------|--------|
| 3/24/2010 | \$ 555,555.55 | \$ 6,806.00 | 98.3 % |
|-----------|---------------|-------------|--------|

Name of Dept. & Summary of Services Performed

Miami-Dade Public Works Department
 General Land and Engineering Surveying Services including photogrammetric services.

Litigation Arising out of Contract

None

| CONTRACT DATE | DOLLAR AMOUNT OF ORIG.CONTRACT | FINAL AMOUNT OF CONTRACT | PERCENTAGE DIFFERENTIAL |
|----------------------|---------------------------------------|---------------------------------|--------------------------------|
|----------------------|---------------------------------------|---------------------------------|--------------------------------|

(2)

| | | | |
|-------|----------|----------|---------|
| _____ | \$ _____ | \$ _____ | _____ % |
|-------|----------|----------|---------|

Name of Dept. & Summary of Services Performed

Litigation Arising out of Contract

| CONTRACT DATE | DOLLAR AMOUNT OF ORIG.CONTRACT | FINAL AMOUNT OF CONTRACT | PERCENTAGE DIFFERENTIAL |
|---------------|--------------------------------|--------------------------|-------------------------|
|---------------|--------------------------------|--------------------------|-------------------------|

(3)

| | | | |
|-------|----------|----------|---------|
| _____ | \$ _____ | \$ _____ | _____ % |
|-------|----------|----------|---------|

Name of Dept.
& Summary
of Services
Performed

Litigation
Arising out
of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 38

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? No

AFFIRMATION OF VENDOR AFFIDAVIT

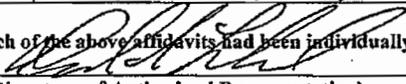
In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. **E10-MDAD-01** Federal Employer Identification No. (FEIN): 45-0535502

Contract Title: **Photogrammetric Mapping and Light Detection and Ranging (LiDAR) Services**
Affidavits and Legislation/Governing Body

| | |
|--|---|
| 1. <i>Miami-Dade County Ownership Disclosure</i> <i>Sec. 2-8.1 of the County Code</i> | 6. <i>Miami-Dade County Vendor Obligation to County</i> <i>Sec. 2-8.1 of the County Code</i> |
| 2. <i>Miami-Dade County Employment Disclosure</i> <i>County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</i> | 7. <i>Miami-Dade County Code of Business Ethics Article</i> <i>1, Section 2-8.1(i) and 2-11(b)(1) of the County Code</i> <i>through (6) and (9) of the County Code and County</i> <i>Ordinance No. 00-1 amending Section 2-11.1 (c) of the</i> <i>County Code</i> |
| 3. <i>Miami-Dade County Employment Drug-free</i> <i>Workplace Certification Sec. 2-8.1.2(b) of the</i> <i>County Code</i> | 8. <i>Miami-Dade County Family Leave</i> <i>Article V of Chapter 11 of the County Code</i> |
| 4. <i>Miami-Dade County Disability Non-</i> <i>Discrimination Article 1, Section 2.8.1.6 Resolution</i> <i>R182-00 amending R-385-95</i> | 9. <i>Miami-Dade County Living Wage</i> <i>Sec. 2-8.9 of the County Code</i> (If applicable) |
| 5. <i>Miami-Dade County Debarment Disclosure</i> <i>Section 10-38 of the County Code</i> | 10. <i>Miami-Dade County Domestic Leave and Reporting</i> <i>Article 8, Section 11A-60, 11A-67 of the County Code</i> |

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.


(Signature of Authorized Representative)

Title Senior Vice President

Date July 5, 2011

STATE OF: Florida

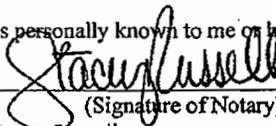
COUNTY OF: Orange

The above affidavits were acknowledged before me this 5th day of July, 20 11

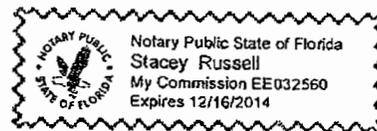
by David Ledgerwood
(Authorized Representative)

of Aerial Cartographics of America, Inc.
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.


(Signature of Notary)
Stacey Russell
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: EE032560

My Commission Expires: 12/16/2014

**SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE**

Firm Name of Prime Entity/Respondent: Aerial Cartographics of America, Inc. Project No. E10-MDAD-01

Project Name: **Photogrammetric Mapping and Light Detection and Ranging (LiDAR) Services**

| Business Name and Address of First tier Subcontractor/Subconsultant | Principal Owner | Scope of Work to be Performed by Subcontractor/Subconsultant | Subcontractor/ Subconsultant Dollar Amount | (Principal Owner) Gender Race |
|---|-----------------|--|--|-------------------------------|
| Aerial Cartographics of America, Inc 1722 West Oak Ridge Rd., Orlando FL 32809 | None | Aerial Photogrammetry and Survey Services | 7.5 million | M W |
| | | | | |
| | | | | |
| Business Name and Address of Direct Supplier | Principal Owner | Supplies/Materials/Services to be Provided by Supplier | Supplier Dollar Amount | (Principal Owner) Gender Race |
| | | | | |
| | | | | |
| | | | | |

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate


Prime Entity/Respondent Signature

David Ledgerwood
Print Name

Senior Vice President
Print Title

7/5/2011
Date

(Duplicate if additional space is needed)

**SUBCONTRACTING POLICIES STATEMENT
PURSUANT TO SECTION 2-8.8(4) OF THE CODE**

(Insert Here)

AFF-8

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PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

AFF-9

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State of Florida

Department of State

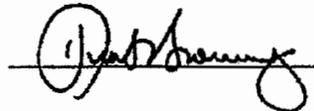
I certify from the records of this office that AERIAL CARTOGRAPHICS OF AMERICA, INC. is a corporation organized under the laws of the State of Florida, filed on December 29, 2003.

The document number of this corporation is P04000000100.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 13, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fourteenth day of January, 2011



Secretary of State



Authentication ID: 400191281114-011411-P04000000100

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

AFFIDAVIT

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN
OR IRAN PETROLEUM ENERGY SECTOR LISTS
FLORIDA STATUTES 215.473**

Aerial Cartographics of America

Pursuant to 215.442, F.S., the { _____ } ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan or Iran.

Indicate below if the above named Entity, as of the date of submission:

 x has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

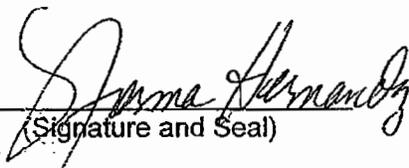
_____ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

CONSULTANT

Aerial Cartographics of America, Inc.
(Legal Name of Corporation)

ATTEST:

Secretary


(Signature and Seal)

By:


Consultant - Signature

Norma Hernandez, Accountant
(Type Name & Title)

Name: David Ledgerwood

Senior Vice President

(Type Name & Title)



Certificate of Insurance



This is to certify to **Miami-Dade County**
 (Certificate Holder): **Post Office Box 025504**
Miami, FL 33102

The following policy(ies) **Aerial Cartographics of America, Inc.**
 have been issued to: **1722 West Oak Ridge Road**
Orlando, FL 32809

AIRCRAFT POLICY NO: AVC 2187 08 **POLICY PERIOD:** FROM: March 29, 2011 TO: March 29, 2012

INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

THIS COVERAGE IS EFFECTIVE 12:01AM, July 6, 2011

| LIABILITY COVERAGES: | LIMITS OF LIABILITY | |
|--|---------------------|------------------------|
| | EACH PERSON | EACH OCCURRENCE |
| <input type="checkbox"/> Bodily Injury | | |
| <input type="checkbox"/> Property Damage | \$ XXXX | |
| <input type="checkbox"/> Passenger Bodily Injury | | |
| <input checked="" type="checkbox"/> Single Limit including Passengers, With Passenger Liability Limited to: | \$ XXXX | \$5,000,000 \$ XXXX |

**Approved by MDAD
 Risk Management**

Sharon Newby
 DEDUCTIBLES (MIN/MAX)
 7/19/11

DESCRIPTION OF AIRCRAFT **PHYSICAL DAMAGE COVERAGE:**
FAA **INSURED**
NUMBER YEAR MAKE & MODEL **VALUE**

As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

AIRCRAFT POLICY NO: **POLICY PERIOD:** **FROM:** **TO:**

INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

THIS COVERAGE IS EFFECTIVE 12:01AM

| LIABILITY COVERAGES: | LIMITS OF LIABILITY | |
|--|--|-------------------|
| | EACH PERSON | EACH OCCURRENCE |
| <input type="checkbox"/> Comprehensive General Liability | each person | each occurrence * |
| <input type="checkbox"/> Completed Operations | each person | each occurrence * |
| <input type="checkbox"/> Not Applicable | each person | property damage * |
| <input type="checkbox"/> Hangarkeepers Liability | each aircraft | each occurrence * |
| <input type="checkbox"/> Premises Medical Payments | each person | property damage * |
| Deductibles: <input type="checkbox"/> Hangarkeeper's Liability | | each loss |
| <input type="checkbox"/> Premises Liability | each claim with respect to Property Damage | each accident |

* Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

This Certificate Holder is:

Included as a Loss Payee for Aircraft Physical Damage Coverage and included as an additional insured
 Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage as their interest
 may appear not to exceed 90% of the Insured Value.

Is included as an Additional Insured on aircraft liability coverage but only with respect to operations of the Named Insured.

Is provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

OTHER COVERAGES/CONDITIONS/REMARKS:

Provision has been made to give the Certificate Holder thirty (30) day notice of cancellation of any policy above,
 ten (10) days for Non-Payment of Premium of any policy above, however, the Company assumes no responsibility for the failure to provide such
 notice.

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, terms, exclusions, conditions, or other provisions afforded by the policies referenced
 herein nor does it constitute a contract between the issuing insurer(s), authorize representative or producer.

* ORL-2011645- Photogrammetric Mapping and Light Detection and Ranging (LIDAR) Services; E10-MDAD-03

Agency Name: ARLINGTON/ROE & COMPANY, INC.
 Agency Phone: 502-969-8058

Phoenix Aviation Representative:

1990 Vaughn Road, Suite 350; P.O. Box 440757, Kennesaw, GA 30144; Tel: 770.590.

John A.
 Date: July 11, 2011

1990 Vaughn Road, Suite 350; P.O. Box 440757; Kennesaw, GA 30144; Tel: 770.590.4950; Fax: 770.590.0599; CLAIMS FAX: 770.919.8646

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2011

PRODUCER Phone: 516-869-8666 Fax: 516-465-7279
GENATT ASSOCIATES, INC.
3333 NEW HYDE PARK RD
SUITE 400.
NEW HYDE PARK NY 11042

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.

INSURED
Aerial Cartographics of America, Inc.
1722 West Oak Ridge Road
Orlando FL 32809

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A: Commerce & Industry Insurance | 19410 |
| INSURER B: American Guarantee & Liability | 26247 |
| INSURER C: Firemans Fund Insurance Co. d | |
| INSURER D: Old Republic Insurance Compan | |
| 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'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|---|-------------------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG | GL7633945 | 12/31/2010 | 12/31/2011 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OPAGG \$2,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | BAP485674100 | 12/31/2010 | 12/31/2011 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$ |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | 7633946 | 12/31/2010 | 12/31/2011 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | OCAV02379806 | 12/31/2010 | 12/31/2011 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | OTHER VALUABLE PAPER PROFESSIONAL LIABILITY | MXI93027263 13781982 | 12/31/2010 12/31/2010 | 12/31/2011 12/31/2011 | \$500,000 LIMIT \$1,000,000 EACH CLAIM \$1,000,000 AGGREGATE |

**Approved by MDAD
 Risk Management**
Sean Mowbray
 7/19/11

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 (E) INLAND MARINE SCHEDULED PROPERTY - AGCF MARINE INSURANCE COMPANY POLICY#MXI93027339
 EFF DATE: 12/31/10-11 LIMIT \$1,493,000 DEDUCTIBLE \$2,500
 RE: ORL-2011645-PHOTOGRAMMETRIC MAPPING AND LIGHT DETECTION AND RANGING (Lidar) SERVICES, E10-MDAD-03
 ADDITIONAL INSURED STATUS ENCOMPASSES GENERAL LIABILITY, AUTOMOBILE & UMBRELLA COVERAGE. WAIVER OF SUBROGATION STATUS ENCOMPASSES GENERAL LIABILITY, AUTOMOBILE, UMBRELLA AND WORKERS COMPENSATION COVERAGE. MIAMI-DADE COUNTY IS INCLUDED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

MIAMI-DADE COUNTY
PO BOX 025504
MIAMI FL 33102

CANCELLATION

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.

AUTHORIZED REPRESENTATIVE

Leslie R. Roberts

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.